

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM C

UNDER THE SECURITIES ACT OF 1933

(Mark one.)

- Form C: Offering Statement
- Form C-U: Progress Update
- Form C/A: Amendment to Offering Statement
 - Check box if Amendment is material and investors must reconfirm within five business days.
- Form C-AR: Annual Report
- Form C-AR/A: Amendment to Annual Report
- Form C-TR: Termination of Reporting

Name of issuer:

Viral Films Media LLC

Legal status of issuer:

Form:

Limited Liability Company

Jurisdiction of Incorporation/Organization:

Delaware

Date of Organization:

January 28, 2019

Physical address of issuer:

c/o Galatia Films, LLC, 400 West Peachtree Street NW, Suite 415, Atlanta, Georgia 30308, USA

Website of issuer:

<https://www.galatiafilms.com/vfm/>

Name of intermediary through which the offering will be conducted:

Silicon Prairie Holdings Inc. (d.b.a Silicon Prairie Online)

CIK number of intermediary:

0001711770

SEC file number of intermediary:

007-00123

CRD number, if applicable, of intermediary:

289746

Name of qualified third party “Escrow Agent” which the offering will utilize:

Sunrise Banks

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:

The intermediary will receive a fee equal to 7% of the total money raised in the offering, plus an onboarding fee of \$2,500.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:

Silicon Prairie Online may reinvest a portion of its fee in the securities being offered in this offering. If it subscribes in this offering, Silicon Prairie Online will have an ownership interest in the issuer.

Type of security offered:

Class B Units

Target number of securities to be offered:

750,000

Price:

\$1.00 per Class B Unit

Method of determining price:

Pro-rated portion of the total principal value of \$750,000. Units will be sold in minimum amounts of \$2,000 with incremental additional amounts of \$100.00.

Target offering amount:

\$750,000

Oversubscriptions accepted:

Yes

If yes, disclose how oversubscriptions will be allocated:

As determined by the issuer.

Maximum offering amount (if different from target offering amount):

\$1,070,000

Deadline to reach the target offering amount:

September 30, 2019

Note: If the sum of the investment commitments does not equal or exceed the target offering amount at the deadline to reach the target offering amount, no Securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

Current number of employees:

3

	Most recent fiscal year-end	Prior fiscal year-end
Total assets	\$297,423	\$0.00
Cash & Cash Equivalents	\$297,423	\$0.00
Accounts Receivable	\$0.00	\$0.00
Short-term Debt	\$0.00	\$0.00
Long-term Debt	\$0.00	\$0.00
Revenues/Sales	\$0.00	\$0.00
Cost of Goods Sold	\$0.00	\$0.00
Taxes Paid:	\$0.00	\$0.00
Net Income	\$0.00	\$0.00

Select the jurisdictions in which the issuer intends to offer the securities:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming

SIGNATURE

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

/s/ Donald Amason
(Signature)

Donald Amason
(Name)

Manager and Chief Executive Officer
(Title)

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C has been signed by the following persons in the capacities and on the dates indicated.

/s/ Donald Amason
(Signature)

Donald Amason
(Name)

Manager and Chief Executive Officer
(Title)

July 2, 2019
(Date)

/s/ Josiah Daniel Litle
(Signature)

Josiah Daniel Litle
(Name)

Chief Financial Officer and Treasurer
(Title)

July 2, 2019
(Date)

/s/ Daniel McNicoll
(Signature)

Daniel McNicoll
(Name)

Head of Production and Director
(Title)

July 2, 2019
(Date)

/s/ Fred Dawe
(Signature)

Fred Dawe
(Name)

Director
(Title)

July 2, 2019
(Date)

/s/ Spencer Yee
(Signature)

Spencer Yee
(Name)

Director
(Title)

July 2, 2019
(Date)

Instructions.

1. The form shall be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.

2. The name of each person signing the form shall be typed or printed beneath the signature.

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

EXHIBITS

Exhibit A:	Offering Statement
Exhibit B:	Business and Business Plan
Exhibit C:	Subscription Agreement
Exhibit D:	Operating Agreement
Exhibit E:	Offering Page on Intermediary's Portal
Exhibit F:	Video Transcript
Exhibit G:	Financial Statements

EXHIBIT A



VIRAL FILMS MEDIA LLC

OFFERING STATEMENT

750,000 Class B Units (Non-Voting) at \$1.00 per Unit			
	# Of Units	Total Proceeds	Net Proceeds
Target Offering	750,000	\$750,000	\$697,500
Maximum Amount	1,070,000	\$1,070,000	\$995,100

Date of this Offering Statement: July 2, 2019

Deadline to reach the target offering amount: September 30, 2019

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to repeat the disclosure. If a question or series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future. If any answer requiring significant information is materially inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of issuer: **VIRAL FILMS MEDIA LLC**

ELIGIBILITY

2. Check this box to certify that all of the following statements are true for the issuer:
- Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
 - Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
 - Not an investment company registered or required to be registered under the Investment Company Act of 1940.
 - Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding. (For more information about these disqualifications, see Question 30 of this Question and Answer format).
 - Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
 - Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.
3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding? Yes No

Directors of the Company

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer:

Director	Principal Occupation	Main Employer	Year Joined as Director
Frederick Dawe	General Counsel / Senior Counsel	The Financial Services Consulting Group	2019
Daniel McNicoll	Executive Director of Galatia Films	Galatia Films	2019
Spencer Yee	Attorney (Partner)	Yee & Shih LLP	2019

Business Experience:

Frederick Dawe has served as our **Director** since May 2019. He has served as Senior Counsel of The Financial Services Consulting Group, a privately held consultancy advising on mergers and acquisition, integration and commercial agreements, since 2006. Fred holds a B.A. in political science and German from St. Olaf College, and a J.D. from Mitchell Hamline School of Law.

Daniel McNicoll has served as our **Director** since our inception and as **Head of Production** since May 2019. Daniel is Executive Director of **Galatia Films**, which he founded and has run since February 2007. Daniel's first film *Reclaiming the Blade* featuring **Viggo Mortensen, Karl Urban** and **Star Wars legend Bob Anderson**, went on to become a #1 on iTunes and Netflix and was narrated by actor and friend John Rhys-Davies. Other projects include upcoming epic *Glastonbury: Isle of Light* currently in development with producer Leon Clarence (*Seneca, Come and Find Me*), line producer Ned Dowd (*Count of Monte Cristo, Last of the Mohicans*), Weta Workshop Director Sir Richard Taylor (*King Kong, Avatar*) and illustrator John Howe (*Lord of the Rings, The Hobbit, and Narnia*). Current projects include a new documentary with *Dark Knight* and *Game of Thrones* stunt coordinators. Daniel has worked closely with soundtrack label Lakeshore Records, Apple iTunes, Netflix and Starz. Prior to founding Galatia Films, Daniel was a mutual funds advisor at Deutsche Bank and PNC, and prior to that worked as a royalty accountant for BMI. Daniel holds a bachelor of business administration, arts, entertainment and media management from Belmont University.

Spencer Yee has served as our **Director** since May 2019. Spencer is a founding partner of the law firm Yee & Shih LLP, where he has practiced law since 2014. Spencer focuses on corporate transactions and securities offerings. He has advised corporate, private equity and other clients in a variety of public and private merger and acquisition transactions, minority and strategic investments and other corporate matters. Previously, Spencer was associated with Simpson Thacher & Bartlett LLP. Spencer received his B.S. from Brigham Young University and his J.D. from New York University School of Law.

Officers of the Company

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer:

Officer	Position	Year Joined	Does the officer work fulltime for the company, and if not where else does the employee work?
Don Amason	Manager and Chief Executive Officer	2019	No. Industrial defense contracting company
Daniel McNicoll	Head of Production	2019	Yes
Josiah Daniel Litle	Chief Financial Officer / Treasurer	2019	No. Ginger Gene

Business experience:

Donald Amason has served as the **Manager** and **Chief Executive Officer** of Viral Films Media since May 2019. He has also served in a variety of roles for a major industrial and defense contracting company since June 1992. Don has over 25 years of experience in engineering, operations, and organizational leadership. His responsibilities have included product design, production management, financial reporting, new business development, strategic planning and risk and opportunity management. He has successfully led organizations of as many as 120 employees on technically challenging projects. Don holds a B.S. in Electrical Engineering from Mississippi State University.

Daniel McNicoll (See above under Directors of the Company)

Josiah Litle has served as the **Chief Financial Officer** and **Treasurer** of Viral Films Media since May 2019. From 2015, Josiah worked as the Information Security Officer of Ginger Gene, an innovative support and training platform for capital equipment manufacturers and users, where he was responsible for ensuring that all company computers and networks were protected from cyber attack, and that all proper information security protocols are followed. He is a graduate of The Hebrew Reali School and previously served in the Israeli Defense Force.

Principal Security Holders

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of **20 percent or more** of the issuer's outstanding equity securities, calculated on the basis of voting power.

Name of Holder	No. and Class of Securities Now Held	% of Voting Power Prior to, and Following, Offering
Frederick Dawe	34,082 Class C Units	33.3%
Galatia Films LLC*	500,000 Class D Units	33.3%

*Galatia Films LLC is an entity founded and controlled by Daniel McNicoll, one of our Directors and our Head of Production.

Business and Anticipated Business Plan

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer.

The business of Viral Films Media is to develop, produce and monetize a single live-action superhero feature film to be called *Rebel's Run*, featuring characters from the Alt Hero comic book universe developed by Arkhaven Comics. All of the business prospects of the company rely on the successful monetization of one film, *Rebel's Run*. See Exhibit B – Business and Business Plan for a detailed description of the business and business plan of Viral Films Media.

Risk Factors

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

8. Discuss the material factors that make an investment in the issuer speculative or risky:

No operating history. We were incorporated as a limited liability company in 2019. Accordingly, we have no history upon which an evaluation of our prospects and future performance can be made. Our proposed operations are subject to all business risks associated with new enterprises. The likelihood of our creation of a viable business must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the inception of a business operation in a competitive industry, and the continued development of advertising, promotions, and a corresponding client base. We anticipate that our operating expenses will increase significantly for the near future. There can be no assurances that we will ever operate profitably. You should consider our business, operations and prospects in light of the risks, expenses and challenges faced as an early-stage company.

Limited operating scope. The business of the company is based upon the development and monetization of a single film property, *Rebel's Run*. Accordingly, all of the business prospects of the company rely on the successful monetization of a single film. If the film is not successfully produced or is not popular with consumers and audiences, you may lose all of your investment. In addition, we are reliant upon our License and Creative Services Agreement with Infogalactic AG for the rights to the film and upon Galatia Films LLC for production services pursuant to the Production Services Agreement. If for any reason, we lose the license or the services, our operations and business prospects would be materially and adversely affected, and you could lose your investment.

Future fundraising may affect the rights of investors. In order to fully fund our business plan, the company is likely to raise funds again in the future, either by offerings of securities or through borrowing from banks or other sources. The terms of future capital-raising, such as loan agreements, may include covenants that give creditors greater rights over the financial resources of the company. We may procure debt financing secured by the assets of the company, including the film rights. Any ability to generate or pay profits will be contingent upon first repaying any such debt and contractual obligations. In addition, any future equity securities offerings will dilute your holdings and reduce your proportionate interest in the profits of the company.

The company will require additional funds. We do not expect to sell enough securities in this offering to meet our operating needs and fulfill our plans, in which case we might cease operating and you will get nothing. Even if we raise everything we are looking for, we might need to raise more funds in the future, and if we can't get them, we might fail. Even if we do make a successful offering in the future, the terms of that offering might result in your investment in the company being worthless, because later investors might get better terms.

The Company expects to incur debt. The Company expects to incur debt secured by the intellectual property and assets of the company to fund the film project, and it may incur debt (including secured debt) in connection with the film. Complying with obligations under such indebtedness may have a material adverse effect on the Company and on your investment. Specifically, our company, either directly or through Galatia Films, expects to incur debt (together with any additional equity capital raisings we conduct) sufficient to complete the expected budget. Any debt that we incur in connection with production of the film will need to be repaid before we are able to distribute profits to you.

The Units offered hereby may be diluted by future issuances of Units of the Company with superior rights. It is anticipated that the Company will need additional rounds of financing for future anticipated expansion. Additional funding would likely adversely affect the current equity owners by diluting their equity interests in the Company. If we issue additional equity securities in our Company, your holdings and rights to profits of the company will be diluted.

We may be unable to secure additional necessary financing. The Company cannot guarantee that it will be able to raise additional funds on commercially feasible terms or at all. Thus, there is no assurance that the Company will be able to continue to develop and fully implement its development, production and marketing plan nor continue to operate if the necessary funding is not available.

The Company has broad discretion in the application of the proceeds from the sale of Units. The management of the Company has broad discretion to adjust the application and allocation of the net proceeds of this offering in order to address changed circumstances and opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of the management of the Company with respect to the application and allocation of the net proceeds hereof.

The Company may not generate sufficient revenues, or any revenues, that would enable you to recover your investment or make any profits. The business of the company is based upon the development and monetization of a single film property. Any revenues generated will need to cover all costs, expenses, repayment of debt (principal and interest), as well as other contractual obligations we have or will enter into, including payments of royalties, licensing fees, production fees, and other expenses that are superior in right to your rights as an equity holder, including fees payable pursuant to our License and Creative Services Agreement with Infogalactic AG and the Production Services Agreement with Galatia Films LLC described under question 31 of this Offering Statement. The payment of all such fees will need to occur before we generate net profits that may be distributed to the holders of

our Units. Moreover, as a holder of Class B Units, your right to receive distributions and allocations of profit are subject to the prior rights of other classes of Unit holders.

Filmmaking is a complicated and technical endeavor, often unforeseen difficulties will arise, causing budget and scheduling overruns, particularly when complex visual effects are involved.

The completion and commercial success of a motion picture are extremely unpredictable, and the motion picture industry involves a substantial degree of risk. Commercial success is primarily determined by broad distribution and audience reaction, which is unpredictable. The completion and commercial success of a motion picture also depends upon other factors, such as:

- talent and crew availability;
- financing requirements;
- distribution strategy, including the time of the year and the number of screens on which a motion picture is shown and the successful use of alternative distribution channels such as online and subscription models;
- the number, quality and acceptance of other competing series or films released into the marketplace at or near the same time;
- critical reviews;
- the availability of alternative forms of entertainment and leisure time activities;
- piracy and unauthorized recording, transmission and distribution;
- general socioeconomic conditions and political events; and
- other tangible and intangible factors.

All of these factors can change and cannot be predicted with certainty. In addition, motion picture attendance is seasonal, with the greatest attendance typically occurring during the summer and holidays. The release of a film during a period of relatively low theater attendance is likely to affect the film's box office receipts adversely.

Film projects can be risky, often budgets run over and there are no guarantees the content will be successful in the market. The film industry is generally affected by the same risk factors of other industries, but due to its nature, the production, distribution, and marketing of content can require large capital investments. Even with adequate funding, the film may fail to gain any traction with viewers.

We rely on third parties for production and monetization of our products. We rely on third parties such as development studios, distribution companies, TV networks, producers, storytellers, and other service providers. for production and monetization of our products. Although we have exclusive rights with some of these partners, others may give more time and attention to other partners who are better funded or better known. We have entered into a Production Service Agreement with our related party, Galatia Films, and will be substantially reliant upon Galatia Films to carry on the day-to-day production work of the film. If for any reason, our contract with Galatia Films is terminated or suspended, we would need to find alternative cooperative partners, which could be time consuming and result in delays and increased costs to the film project.

Competition. We face competition with respect to any films that we may seek to develop or commercialize in the future. Many of our competitors have significantly greater financial, technical and human resources than we have and superior expertise in the production and marketing of films and thus may be better equipped than us to develop and commercialize films. These competitors also compete with us in recruiting and retaining qualified personnel and acquiring technologies. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements

with large and established companies. Accordingly, our competitors may commercialize their films more rapidly or effectively than we are able to, which would adversely affect our competitive position, the likelihood that our film will achieve initial market acceptance and our ability to generate meaningful additional revenues from our products.

In general, demand for films is highly correlated with general economic conditions. A substantial portion of our revenue will be derived from discretionary spending by individuals, which typically falls during times of economic instability. Declines in economic conditions in the US or in other countries in which our film will be shown may adversely impact our consolidated financial results.

Piracy. The piracy of our content, products or other intellectual property poses a significant challenge for us. Technological developments, such as the production of cloud-based storage and streaming, increased broadband Internet speed and penetration and increased speed of mobile data transmission have made it easier to create, transmit, distribute and store high quality unauthorized copies of content in unprotected digital formats, which has in turn encouraged the creation of highly scalable businesses that facilitate, and in many instances financially benefit from, such piracy. Piracy is particularly prevalent in markets in the world that lack effective copyright and technical legal protections or enforcement measures, and illegitimate operators based on these parts of the world can attract viewers from anywhere in the world. The proliferation of unauthorized copies and piracy of our content, products and intellectual property or the products we license from others could result in a reduction of the revenues we receive from the legitimate licensing and distribution of our content and products. We devote substantial resources to protect our content, products and intellectual property, but there can be no assurance that our efforts to enforce our rights and combat piracy will be successful.

The potential markets for our film are characterized by rapidly changing technology, evolving industry standards, frequent enhancements to existing treatments and products, the introduction of new services and products, and changing customer demands. The company's success could depend on our ability to respond to changing product standards and technologies on a timely and cost-effective basis. In addition, any failure by the company to anticipate or respond adequately to changes in technology and customer preferences could have a material adverse effect on its financial condition, operating results and cash flow.

Our future success depends on the efforts of a small management team. The loss of services of the members of the management team may have an adverse effect on the company. There can be no assurance that we will be successful in attracting and retaining other personnel we require to successfully grow our business.

Our management team does not work full-time for our company. Our management team has other professional commitments and engagements and do not devote their full-time to Viral Films Media. Accordingly, we may not be able to operate with the efficiency and effectiveness as we would if we had management who were full-time employees.

Factual statements have not been independently verified.

No party has been engaged to verify the accuracy or adequacy of any of the factual statements contained in this offering statement. In particular, neither legal counsel nor any other party has been engaged to verify any statements relating to the experience, skills, contacts or other attributes of the managers, officers and employees of the Company, or to the anticipated future performance of the Company.

An investment in the Company is speculative.

Subscribers of the Units offered hereby may not realize a return on their investment and could lose their

investment. Subscribers should carefully review this Agreement and these Risk Factors and consult with their attorneys, tax advisors, and/or business advisors prior to purchasing the Units offered hereby.

Subscribers of the Units offered hereby may have to bear the risk of their investment for an indefinite period of time since there are substantial restrictions on their resale.

The Units offered hereby have not been registered under the Securities Act or any state securities or blue-sky law and constitute "restricted securities" under applicable federal securities laws. As a result, Subscribers of the Units offered hereby may not sell or otherwise transfer those Units except pursuant to registration under the Securities Act and applicable state securities laws or pursuant to an exemption therefrom. Moreover, any transfer of Units is subject to the approval of the Board, which they may withhold in their discretion. By investing in the Units offered hereby, you are agreeing to significant restrictions on the liquidity of your Units for the foreseeable future. As a result of all of these restrictions, Subscribers of the Units offered hereby must bear the economic risks of their investment for an indefinite period of time. An investment in the Company is suitable only for sophisticated Subscribers who can afford to bear the risk of a complete loss of such investment. A purchase of the Units should be considered only by persons financially able to maintain their investment and who can afford a loss of all or a substantial part of such investment.

Taxation. We are a limited liability company, of which you will become a member upon your investment. You will be responsible for all your own tax obligations and filings, including state and federal filings. In addition, income, gains, losses, deductions and credits of the Company will be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of income, gains, losses, deductions and credits among the Members. The board of directors has discretion to change the tax election of the Company, including to elect to have it taxed as a corporation. If the Company is taxed as a corporation, any profit allocation or distribution will be after taxes, and you will still be subject to capital gains or income tax for any such distributions, which could reduce any return you make on the investment.

THE OFFERING

9. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes in connection with the development, production and marketing of *Rebel's Run*, which includes the specific items listed in Item 10 below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from this Offering. Accordingly, the Company will have broad discretion in using these proceeds. In addition, in securing debt financing, the Company has the discretion to use its intellectual property and other assets, including cash, as collateral to secure such financing.

10. How does the issuer intend to use the proceeds of this offering?

We estimate that we will use the proceeds from this fundraising for the following approximate costs, expenses and fees in connection with the production of the film:

	If target offering amount sold:	If maximum amount sold:
Total Proceeds:	\$750,000.00	\$1,070,000.00
Less: Offering expenses (portal fees and insurance):	\$52,500.00	\$74,900.00
Net Proceeds:	\$697,000.00	\$995,100.00
<i>Use of Proceeds:</i>		
Creative: Writer, Producer, Director and Actors:	\$174,250.00	\$273,490.00
Production: Production Staff, Art Department, Proceeds Camera, Food, Lighting, Sound, Wardrobe, Make-up, Props, Travel, Locations, Production Office:	\$209,100.00	\$308,530.00
Post-Production: Editing, Music, Sound, Title, CGI, Graphics, Deliverables:	\$209,100.00	\$308,530.00
Marketing:	\$41,820.00	\$41,820.00
Contingency expenses:	\$41,820.00	\$41,820.00
Professional fees (legal, accounting):	\$20,910.00	\$20,910.00
Total Use of Proceeds:	\$697,000.00	\$995,100.00

DELIVERY & CANCELLATIONS

11. How will the issuer complete the transaction and deliver securities to the investors?

If we reach our target offering amount prior to the deadline, we may conduct an initial closing of the offering early if we provide notice about the new offering deadline at least five business days prior to the new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment). We will notify investors if we conduct an initial closing. Thereafter, we may conduct additional closings from time to time at our discretion until the deadline date.

The following describes the process to invest in the Company, including how the Company will complete an Investor's transaction and deliver securities to the investor.

1. Investor Commitment. The Investor will submit a requested investment amount. When doing so, during the offering period or immediately after the deadline, the Investor will also execute a Subscription Agreement with the Company (“Subscription Agreement”) and the LLC Operating Agreement, using the Investor's electronic signature.
2. Acceptance of the Investment. If the Investor Agreement is complete, the Investor's commitment will be recorded. After the offering closes, the contract will be counter-signed by the Company. The executed investment contract will then be sent to the investor via email.
3. Investor Transfer of Funds. The Investor will be responsible for transferring funds into an escrow account held with a third party bank on behalf of us.
4. Closing: Original Deadline. Unless we meet the target offering amount early, Investor funds will be transferred from the escrow account to the Company on the deadline date identified in the Cover Page.
5. Early Closings. If the target offering amount is met prior to the original deadline date, we may close the offering earlier, so long as we give you at least five business days’ advance notice of the earlier closing date. We will reschedule the offering deadline and notify you at least five business days’ notice of the new deadline, of your right to cancel commitments for any reason until 48 hours prior to the new offering deadline, and whether we will continue to accept investments during the 48 hour period prior to the new offering deadline. At the time of the new deadline, your funds will be transferred to the Company from the escrow account, provided that the target offering amount is still met after any cancellations.
6. Book Entry. Investments will be in book entry form. This means that Subscriber will not receive a certificate representing his or her investment. Each investment will be recorded in our books and records.

12. How can an investor cancel an investment commitment?

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met.

If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be cancelled and the committed funds will be returned.

An Investor's right to cancel. An Investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline.

If there is a material change to the terms of the offering or the information provided to the Investor about the offering and/or the Company, the Investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the Investor does not reconfirm, he or she will receive notifications disclosing that the commitment was cancelled, the reason for the cancellation, and the refund amount that the investor is required to receive. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be extended to allow for a period of five business days for the investor to reconfirm.

If the Investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the investment, or the offering does not close, all of the Investor's funds will be returned within five business days.

The Company's right to cancel. The Subscription Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

In addition, we may cap at 450 the total number of investors who will be allowed to invest through the offering that are not "accredited investors," as defined in Rule 501(a) of Regulation D under the Securities Act of 1933. In the event that more than 450 non-accredited investors are initially accepted into an offering in step (2) described in Question 11, the Company may cancel investments based on the order in which payments by Investors were received, or other criteria at the discretion of the Company, before the offering deadline.

OWNERSHIP AND CAPITAL STRUCTURE

The Offering

13. Describe the terms of the securities being offered.

The following is a description of the terms. Also refer to the Operating Agreement which is Exhibit D to this Offering Statement for additional details.

Distributions from Profits

Distributions from profits (other than distributions made in connection with a deemed liquidation event) will be initially allocated among the Members as follows:

- (i) first, 100% to the Class A Members, until the Class A Premium, which is equal to 50% of the value of their investment, is paid;
- (ii) second, 100% to the Class B Members, until the Class B Premium, which is equal to 20% of the value of their investment, is paid;
- (iii) third, 100% to the Class A Members, until the Class A Members recoup an additional amount equal to 100% of their investment amount;
- (iv) fourth, 100% to the Class B Members, until Class B Members recoup an additional amount equal to 100% of their original investment amount; and
- (v) fifth, 100% to the Class C Members, until the Class C recoup its initial investment amount; and
- (vi) sixth, 100% to the Class D Member, until the Class D recoup its initial investment amount.
- (vii) Thereafter, upon the completion of the above distributions, the net profits of the Company (subject to the approval of the board of directors) will thereafter be distributed as follows: 100.0% to the holders of Class A Units, Class B Units and Class C Units (ratably based on their percentage interests). In the event that Frederick Dawe ceases to act as a director for any reason, the Class C Units will be cancelled immediately and, upon completion of the distributions (i) through (vi), the net profits of the Company will be distributed 100.0% to the holders of Class A Units and Class B Units (ratably based on their Percentage Interests).

Percentage Interests means, with respect to a Class A Member, Class B Member or Class C Member, a fraction (expressed as a percentage), (x) the numerator of which is the number of Class A Units, Class B Units and Class C Units held by such Member, and (y) the denominator of which the aggregate number of Class A Units, Class B Units and Class C Units held by all Members.

Distributions Upon Liquidation

Any Distributions made upon the occurrence of and following a deemed liquidation event shall be allocated among the Members as follows:

- (i) first, 100% to the Class A Members, until the Class A Premium, which is equal to 50% of the value of their initial investment, is paid;
- (ii) second, 100% to the Class B Members, until the Class B Premium, which is equal to 20% of the

value of their initial investment, is paid;

(iii) third, 100% to the Class A Members, until the Class A Members recoup an additional amount equal to 100% of their investment amount;

(iv) fourth, 100% to the Class B Members, until the Class B Members recoup an additional amount equal to 100% of their investment amount;

(v) fifth, 100% to the Class C Members, until the Class C Members recoup their initial investment amount; and

(vi) sixth, 100% to the Class D Members, until the Class D Members recoup their initial investment amount.

(vii) Thereafter, (i) 100.0% to the holders of Class A Units, Class B Units and Class C Units (ratably based on their Percentage Interests).

In the event that Frederick Dawe ceases to act as a director for any reason, upon completion of the distributions described in subparagraphs (i) through (vi) above, liquidation distributions of the Company will be distributed 100.0% to the holders of Class A Units and Class B Units (ratably based on their Percentage Interests).

“Percentage Interests” means, with respect to a Class A Member, Class B Member or Class C Member, a fraction (expressed as a percentage), (x) the numerator of which is the number of Class A Units, Class B Units and Class C Units held by such Member, and (y) the denominator of which the aggregate number of Class A Units, Class B Units and Class C Units held by all Members.

If we sell 1,070,000 Class B Units in this offering, there will be an aggregate 600,000 Class A Units, 1,070,000 Class B Units and 34,082 Class C Units outstanding after the offering, or an aggregate of 1,704,082 Units eligible for the profit share described in sub-paragraph (vii) above. If the Company sells 1,070,000 Class B Units in this offering, after the distributions described in subparagraphs (i) through (vi) above, each investment of \$1,704 for 1,704 Class B Units will be entitled to 0.1% of the profits under sub-paragraph (vii) above. $(\text{NUMBER OF CLASS B UNITS YOU PURCHASE} \div \text{sum of [(i) 600,000 Class A Units plus (ii) 1,070,000 Class B Units plus (iii) 34,082 Class C units]})$ If, simultaneous with this offering or in the future, we make offerings of additional Class B Units or other Units which enjoy profit rights, the percentage of profits to which you are entitled would be diluted accordingly.

Transfer Restrictions and Right of First Refusal

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued or after such one year period without the express written consent of the board, unless such securities are transferred:

- to the issuer;
- to an accredited investor;
- as part of an offering registered with the U.S. Securities and Exchange Commission; or
- to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the

- purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

Right of First Refusal

Aside from the other transfer restrictions set forth herein, the Company, and the Class A and Class C Members will have a right of first refusal to purchase equity offered for sale by any Class B Member.

Director Appointment Rights

Each of the Class A, Class C and Class D Members have the right to appoint one person to the board of directors. The Class B Members have no such right. In addition, the board of directors has the authority to appoint a Manager or Managers to manage the company's business. In the event the board is increased to five members, each of the Class A and Class D members will have the right to appoint an additional board member.

Repurchase Right

If the Company determines, in its sole discretion, that it is likely that within six months the securities of the Company will be held of record by a number of persons that would require the Company to register a class of its equity securities under the Securities Exchange Act of 1934, as amended as required by Section 12(g) of such act, the Company shall have the option to repurchase the Class B Units from the Subscriber for the greater of (i) the Purchase Amount; (ii) the fair market value of the securities as determined by its appraiser for 409A purposes; or (iii) the fair market value of the securities as determined by another independent appraiser chosen by the Company. This right will terminate upon a change of control or dissolution event as described in the Operating Agreement.

14. Do the securities offered have voting rights? Yes No

Class B Unitholders will not receive any voting rights. The Class A, Class C and Class D Members each hold, respectively, an aggregate 33.3% voting right.

15. Are there any limitations on any voting or other rights identified above? Yes No

No terms of any Member Class Unit may be amended, modified or waived by a written instrument approved and executed by (i) the manager, (ii) a majority of the Class A Members, (iii) a majority of the Class C Members, and (iv) a majority of the Class D Members; provided, that if any such amendment, modification or waiver would adversely alter in any material respect any of the rights and preferences of any particular Member in a different and disproportionate manner relative to the other Members holding the same class of Units, then such amendment, modification or waiver shall also require the written consent of such Member.

RESTRICTIONS ON TRANSFER OF THE SECURITIES BEING OFFERED:

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued or after such one year period without the express written consent of the board, unless such securities are transferred:

1. to the issuer;
2. to an accredited investor;
3. as part of an offering registered with the U.S. Securities and Exchange Commission; or
4. to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the

purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-In-law, father-In-law, son-in-law, daughter-In-law, brother-In-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

DESCRIPTION OF ISSUER'S SECURITIES

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.

Class of Security	Securities (or Amount) Authorized	Securities (or Amount) Outstanding	Voting Rights
Class A Units	--	600,000	Yes
Class B Units	1,570,000	0	No
Class C Units	-	34,082	Yes
Class D Units	-	500,000	Yes

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

The Company has the right to increase the authorized amount of any existing Class, to issue additional Units in any Class and to create and issue new Classes of securities, including warrants and options. In addition, the securities being offered do not have preemptive rights. Therefore, the members holding Class B Units can have their financial rights diluted through the issuance of additional securities, including Class B Units.

As an LLC, the Company is not required to authorize a set number of units and it may increase any amount authorized as determined by the Board.

Describe any other rights:

19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer?

The transfer restrictions imposed on Class B Units differ from the transfer restrictions imposed upon Class C Units. Units may only be transferred pursuant to Section 9.1 of the Operating Agreement.

20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

The principal shareholders identified in Question 6 above have, in aggregate, control over all of the issuer's business operations. The purchasers of Class B Units cannot remove the principal shareholders or otherwise have control over the business of the LLC.

21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions.

The offering price for the securities offered pursuant to this Form C and Offering Statement has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

In the future, we may perform valuations of our common units that take into account factors such as the following:

- unrelated third party valuations of our common units;
- the price at which we sell other securities, such as convertible debt or preferred units, in light of the rights, preferences and privileges of our those securities relative to those of our common units;
- our results of operations, financial position and capital resources;
- current business conditions and projections;
- the lack of marketability of our common units;
- the hiring of key personnel and the experience of our management;
- the introduction of new products;
- the risk inherent in the development and expansion of our products;
- our stage of development and material risks related to our business;
- the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the prevailing market conditions and the nature and history of our business;
- industry trends and competitive environment;
- trends in consumer spending, including consumer confidence;
- overall economic indicators, including gross domestic product, employment, inflation and interest rates; and
- the general economic outlook.

We will analyze factors such as those described above using a combination of financial and market-based methodologies to determine our business enterprise value. For example, we may use methodologies that assume that businesses operating in the same industry will share similar characteristics and that the Company's value will correlate to those characteristics, and/or methodologies that compare transactions in similar securities issued by us that were conducted in the market.

22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

An Investor in the Company will hold a minority position in the Company and not have any voting rights, and thus be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the Investor's interest in the Company will depend upon many factors outside the control of the Investor. The Company will be managed by its officers and be governed in

accordance with the strategic direction and decision-making of its Management, and the Investor will have no independent right to name or remove an officer or member of the Management of the Company.

Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured.

The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities, issuer repurchases of securities, a sale of the issuer or of assets of the issuer or transactions with related parties?

Additional issuances of securities.

Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

Issuer repurchases of securities.

The Company may have authority to repurchase its securities from holders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests held by other similarly situated investors to the Investor, and create pressure on the Investor to sell its securities to the Company concurrently

A sale of the issuer or of assets of the issuer.

As a minority owner of the Company with no voting rights, the Investor will have limited or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the Investor will rely upon the executive management of the Company to manage the Company so as to maximize value for unitholders. Accordingly, the success of the Investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company. If the Management of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of the Company's assets, there can be no guarantee that the value received by the Investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the Investor's initial investment in the Company.

Transactions with related parties.

The Investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management of the Company will be guided by their good faith judgement as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's-length, but will be in all cases consistent with the duties of the management of the Company to its unitholders. By acquiring an interest in the Company, the Investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of

interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

24. Describe the material terms of any indebtedness of the issuer.

None.

25. What other exempt offerings has the issuer conducted within the past three years?

Offering date	Exemption	Security Type	Amount Sold	Use of Proceeds
May 2019	Regulation D, 506(b)	Class A Units Class C Units Class D Units	\$300,000 \$10 \$10	General operations

Related party transactions

26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(6) of the Securities Act during the preceding 12-month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest:

- (1) any director or officer of the issuer;
- (2) any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power;
- (3) if the issuer was incorporated or organized within the past three years, any promoter of the issuer; or
- (4) any immediate family member of any of the foregoing persons.

In July 2019, Viral Films Media LLC entered into a Production Services Agreement with Galatia Films LLC, which is one of our principal shareholders and which Daniel McNicoll, one of our directors and our Head of Production, founded and controls. Pursuant to the Production Services Agreement, Galatia Films LLC agrees to provide our company with a range of services relating to the development and production of the film, and agrees to use its resources and assets to assist on the production of the film. In return, we have agreed to pay Galatia Films LLC a production services fee equal to 25% of the adjusted proceeds generated from the film. This production services fee is a cost and expense of the Company, and this contractual payment obligation is prior in right to the profit distribution and allocations rights of the holders of each Class of Units of the Company.

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

No.

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations.

Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and the related notes and other financial information included elsewhere in this offering. Some of the information contained in this discussion and analysis, including information regarding the strategy and plans for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" section for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

Viral Films Media LLC is a film development company based in Atlanta, Georgia, which has licensed the rights to a script and related intellectual property to produce a single film, to be titled *Rebel's Run*, based on the Alt Hero comic book universe published by Arkhaven Comics.

Given the Company's limited operating history, the Company cannot reliably estimate how much revenue it will receive in the future, if any.

Milestones

Viral Films Media LLC was incorporated in the State of Georgia in January 2019.

Since then, we have:

- Secured the exclusive right to a script and related intellectual property to produce a live-action feature film, to be titled *Rebel's Run*, based upon the **Alt Hero comic book universe published by Arkhaven Comics**.
- Procured the services of Alt Hero creator, science fiction and epic fantasy novelist **Vox Day** as a scriptwriter and creative consultant on the film. Vox Day is the author of numerous science fiction and epic fantasy works, including his Arts of Dark and Light series, which has been positively compared to George R.R. Martin's *Game of Thrones*. Vox Day is also the creator and primary author of the Alt Hero comic book series, the founder and lead editor of comic book publishers Arkhaven Comics, and the founder and lead editor of Castalia House, an independent publisher focusing on science fiction and fantasy works.
- Procured the services of renowned comic book author **Chuck Dixon** as a scriptwriter and creative consultant on the film. Chuck Dixon is one of the most prolific comic book authors in history, having worked on comics ranging from *The Punisher* to *Batman* to *Nightwing* to *G.I. Joe*. Chuck is the co-creator of Batman villain **Bane**, who has become one of the most recognized and infamous movie villains in Hollywood history.
- Reached agreement in principle to engage the services of **Scooter Downey** as the director of the film. Scooter Downey is one of the producers of the recent documentary *Hoaxed* (2019), which looked at the phenomenon of fake news. Downey has also worked as an editor and producer for *Its in the Blood* (2012) and *Elixir* (2015).
- Engaged Galatia Films founder and executive producer **Daniel McNicoll** as our Head of Production and a member of our board of directors. McNicoll's first film *Reclaiming the Blade*, which featured Viggo Mortensen, Karl Urban and Star Wars legend Bob Anderson, went on to become a #1 on iTunes and Netflix and was narrated by actor and friend John Rhys-Davies. He is also producing the film epic *Glastonbury: Isle of Light*. Current projects include a new documentary with *Dark Knight* and *Game of Thrones* stunt coordinators.

Daniel has worked closely with soundtrack label Lakeshore Records, Apple iTunes, Netflix and Starz.

- Brought on film production company **Galatia Films** as a holder of a significant stake in the voting equity securities of our Company and engaged Galatia Films to provide production services to our company in connection with the development and production of *Rebel's Run*. Galatia Films has been involved in the production of a range of films including *Goodbye, Christopher Robin*, *Reclaiming the Blade*, *TheOneRing.net*, and others.
- Appointed an experienced group of professionals as the directors and management team to oversee the operations of our Company.

Historical Results of Operations

Our company was organized in January 2019 and has limited operations upon which prospective investors may base an evaluation of its performance.

Revenues. We have not generated any revenues since our inception. As we will be in the pre-production stage for most or all of the next three to six months, we do not expect to generate significant or any revenues during this period. If we are able to enter into any distribution or revenue-generating agreements based on the film concept prior to production, we may generate revenues, although we do not believe such agreements will be likely sources of revenue at this early stage of the film project life cycle.

Cash and Expenses. Viral Films Media LLC had cash in hand of \$297,423, as of May 15, 2019. From May 15, 2019 (the date of our reviewed financial statements) through the date of our Form C, we incurred an additional \$7,804 in expenses, consisting of: (i) \$3,054 in connection with the production of the trailer for *Rebel's Run*; (ii) an onboarding fee of \$2,500 paid to Silicon Prairie Online; (iii) \$1,500 for professional fees; and (iv) \$750 in miscellaneous fees incurred in preparation for this offering. As of the date of this Offering Statement, we had \$289,619 cash on hand.

Over the last three months, revenues have averaged \$0/month, cost of goods sold has averaged \$0/month, and operational expenses have averaged \$3,467/month, for an average burn rate of \$3,467 per month. Our intent is to commence monetization of the film within approximately 24 to 36 months.

In the coming three to six months, we expect to incur expenses in connection with pre-production of the film project, including primarily costs, expenses and fees for writer, producer, director and production design. Once we reach the shooting and production stage, which is expected to commence in late 2019 or early 2020, we expect to incur increased costs and expenses as we make use of more talent and utilize more equipment, studio space, rentals, travel and accommodations, including crew wages.

Sources of Capital. Aside from the funds we aim to raise in this crowdfunding round, as of May 15, 2019 (the date of our reviewed financial statements) and as of the date of this Offering Statement, we had \$297,423 and \$289,619, respectively, cash on hand from an earlier equity funding round. In the coming twelve months, we expect to engage in additional fundraising activities, including equity and/or debt financing, as may be approved by our board of directors. In particular, we expect, either directly or through Galatia Films, to procure debt financing using the film rights as collateral. We, directly or through Galatia Films, expect to incur debt and raise additional capital sufficient to fund the remaining budget of the film. Any profit payments from proceeds generated from the film will be made only after any debt and contractual obligations

have first been repaid. We may also raise further funds through additional issuances of equity securities.

Liquidity & Capital Resources

In May 2019, we completed an initial fundraising round pursuant to Regulation D and under which we raised \$300,020. We currently have no other capital on which to rely. In addition to this private placement, we expect to seek other sources of funding including debt financing, which may be secured debt financing, and equity fundraising.

We will likely require additional financing in excess of the proceeds from the Offering in order to perform operations over the lifetime of the Company. Except as otherwise described herein, we do not have additional sources of capital other than the proceeds from the offering. Because of the complexities and uncertainties in establishing a new business strategy, it is not possible to adequately project whether the proceeds of this offering will be sufficient to enable us to implement our strategy. This complexity and uncertainty will be increased if less than the maximum amount of securities offered in this offering is sold. The Company intends to raise additional capital simultaneously with this offering and in the future from investors. Although capital may be available for early-stage companies, there is no guarantee that the Company will receive any investments from investors.

Since the date of our financial statements through the date of this Offering Statement, we have entered into three significant agreements, which are described under Question 31 below.

Aside from the above, there have been no material changes or trends in our finances or operations since the date of our financial statements.

Financial Information

29. Include the financial information specified below covering the two (2) most recently completed fiscal years or the period(s) since inception, if shorter:

For financial information please see Exhibit G attached hereto and incorporated herein.

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member of the issuer, any beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated in the same form as described in Question 6 of this Question and Answer format, any promoter connected with the issuer in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:
- (1) Has any such person been convicted, within 10 years (or five years, in the case of issuers, their predecessors and affiliated issuers) before the filing of this offering statement, of any felony or misdemeanor:
- (i) in connection with the purchase or sale of any security? Yes No
- (ii) involving the making of any false filing with the Commission? Yes No

- (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? Yes No
- (2) Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4A(b) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:
- (i) in connection with the purchase or sale of any security? Yes No
- (ii) involving the making of any false filing with the Commission? Yes No
- (iv) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? Yes No
- (3) Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:
- (i) at the time of the filing of this offering statement bars the person from:
- (A) association with an entity regulated by such commission, authority, agency or officer?
 Yes No
- (B) engaging in the business of securities, insurance or banking?
 Yes No
- (C) engaging in savings association or credit union activities?
 Yes No
- (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement? Yes No
- (4) Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:
- (i) suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal? Yes No
- (ii) places limitations on the activities, functions or operations of such person? Yes No
- (iii) bars such person from being associated with any entity or from participating in the offering of any penny stock? Yes No
- (5) Is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

- (i) any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder? Yes No
- (ii) Section 5 of the Securities Act? Yes No
- (6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?
 Yes No
- (7) Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?
 Yes No
- (8) Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4A(b) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?
 Yes No

If you would have answered “Yes” to any of these questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

OTHER MATERIAL INFORMATION

31. In addition to the information expressly required to be included in this Form, include:
- (1) any other material information presented to investors; and
 - (2) such further material information, if any, as may be necessary to make the required statements, in the light of the circumstances under which they are made, not misleading.

From the date of our financial statements through the date of this Offering Statement, we have entered into three significant agreements:

- (i) A Portal Agreement with Silicon Prairie Online, pursuant to which Silicon Prairie is providing portal services in connection with this offering. We paid an onboarding fee of \$2,500 to Silicon Prairie Online, and will also pay fees equal to 7% of the total money raised. Silicon Prairie

Online may invest a portion of its fee in our company, in which case Silicon Prairie Online will have an ownership interest in our company.

(ii) A Production Services Agreement with Galatia Films, pursuant to which Galatia will provide comprehensive production services in connection with the development, production and distribution of the film, and we have agreed to pay Galatia Films a fee equal to 25% of adjusted proceeds generated from the film. This production services fee is a cost and expense of the Company, and this contractual payment obligation is prior in right to the profit distribution and allocations rights of the holders of each Class of Units of the Company.

(iii) A License and Creative Services Agreement with Infogalactic AG, which holds the rights to the Alt Hero film script, pursuant to which Infogalactic has agreed to provide us with and give us the license to use the finished film script to be co-written by Vox Day and Chuck Dixon, and to provide ongoing creative services in connection with the production of the film, and we have agreed to pay to Infogalactic (a) a fixed fee of \$75,000 payable within one year of the date of this Offering Statement upon delivery of the script; and (b) a fee equal to 25% of adjusted proceeds generated from the film. The creative services fee is a cost and expense of the Company, and this contractual payment obligation is prior in right to the profit distribution and allocations rights of the holders of each Class of Units of the Company.

TAX MATTERS

EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH HIS OR HER OWN TAX AND ERISA ADVISOR AS TO THE PARTICULAR CONSEQUENCES TO THE INVESTOR OF THE PURCHASE, OWNERSHIP AND SALE OF THE INVESTOR'S SECURITIES, AS WELL AS POSSIBLE CHANGES IN THE TAX LAWS. TO INSURE COMPLIANCE WITH THE REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT ANY TAX STATEMENT IN THIS FORM C CONCERNING UNITED STATES FEDERAL TAXES IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY TAX-RELATED PENALTIES UNDER THE UNITED STATES INTERNAL REVENUE CODE. ANY TAX STATEMENT HEREIN CONCERNING UNITED STATES FEDERAL TAXES WAS WRITTEN IN CONNECTION WITH THE MARKETING OR PROMOTION OF THE TRANSACTIONS OR MATTERS TO WHICH THE STATEMENT RELATES. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Potential Investors who are not United States residents are urged to consult their tax advisors regarding the United States federal income tax implications of any investment in the Company, as well as the taxation of such investment by their country of residence. Furthermore, it should be anticipated that distributions from the Company to such foreign investors may be subject to UNITED STATES withholding tax.

EACH POTENTIAL INVESTOR SHOULD CONSULT HIS OR HER OWN TAX ADVISOR CONCERNING THE POSSIBLE IMPACT OF STATE TAXES

SPECIAL NOTICE TO FOREIGN INVESTORS

IF THE PURCHASER LIVES OUTSIDE THE UNITED STATES, IT IS THE PURCHASER'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY

RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY FOREIGN PURCHASER.

Forward Looking Statement Disclosure

The Form C and any documents incorporated by reference herein or therein contain forward-looking statements and are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in the Form C are forward-looking statements. Forward-looking statements give the Company's current reasonable expectations and projections relating to its financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "may," "should," "can have," "likely" and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events. The forward-looking statements contained in this Form C and any documents incorporated by reference herein or therein are based on reasonable assumptions the Company has made in light of its industry experience, perceptions of historical trends, current conditions, expected future developments and other factors it believes are appropriate under the circumstances. As you read and consider this Form C, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties (many of which are beyond the Company's control) and assumptions. Although the Company believes that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect its actual operating and financial performance and cause its performance to differ materially from the performance anticipated in the forward-looking statements. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect or change, the Company's actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements. Any forward-looking statement made by the Company in this Form C or any documents incorporated by reference herein or therein speaks only as of the date of this Form C. Factors or events that could cause the Company's actual operating and financial performance to differ may emerge from time to time, and it is not possible for the Company to predict all of them. The Company undertakes no obligation to update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

ONGOING REPORTING

The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than April 20th (120 days after the end of each fiscal year covered by the report).

Once posted, the annual report may be found on the issuer's website at: www.galatiafilms.com/vfm

The issuer must continue to comply with the ongoing reporting requirements until:

- (1) the issuer is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;

- (2) the issuer has filed at least one annual report pursuant to Regulation Crowdfunding and has fewer than 300 holders of record and has total assets that do not exceed \$10,000,000;
- (3) the issuer has filed at least three annual reports pursuant to Regulation Crowdfunding;
- (4) the issuer or another party repurchases all of the securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- (5) the issuer liquidates or dissolves its business in accordance with state law.

Exhibit B: Business and Business Plan



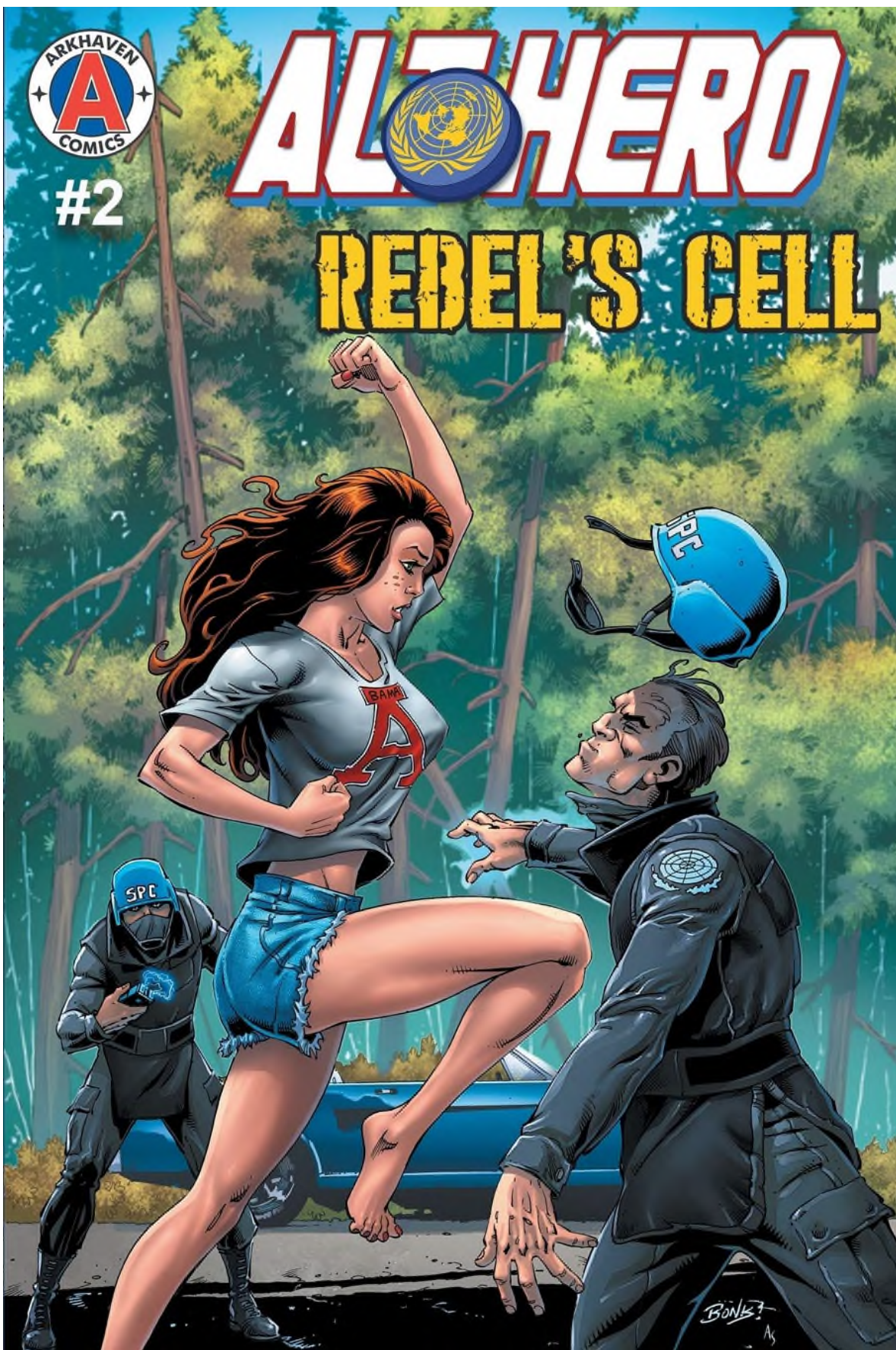
VIRAL FILMS MEDIA LLC
BUSINESS AND BUSINESS PLAN



#2

ALPHA HERO

REBEL'S CELL



Viral Films Media LLC

Producing an independent live-action superhero film: REBEL'S RUN

Business Plan Summary

- Our recently formed company, **Viral Films Media LLC**, will produce, market and distribute an independently produced live-action superhero film, based on characters from the recently created **Alt Hero** comic book universe. The film will be titled *Rebel's Run*, and will feature the character Shiloh Summers, or Rebel, from the **Alt Hero** comic book series.
- Viral Films has arranged to license a script and related IP from independent comic book publisher **Arkhaven Comics**, with **comic book legend Chuck Dixon** and **epic fantasy author Vox Day** co-writing the script.
- Viral Films Media is also partnering with Georgia and LA-based production company, **Galatia Films**, which has worked on hits including *Goodbye*, *Christopher Robin* and *Reclaiming the Blade*.
- The director of *Rebel's Run* will be **Scotter Downey**, an up-and-coming director who recently co-produced *Hoaxed*, the explosive and acclaimed documentary on the fake news phenomenon.
- The filming of *Rebel's Run* will take place in Georgia.
- We have formed a board of directors and management team including a range of professionals with experience in project management, law, film production and cyber-security.



(image from *Alt Hero*, # 2, which introduced the character Shiloh Summers, or Rebel.)

Film Company Overview

Viral Films Media LLC (VFM) is a new film studio with the business purpose of creating a live-action superhero film – *Rebel's Run* – based on characters from the ALT-HERO comic book universe created by Chuck Dixon, Vox Day and Arkhaven Comics.

In producing *Rebel's Run*, Viral Films Media will be working together with an outstanding team of creators and production professionals to produce one of the first independent live-action superhero film. The creative and production team includes **Arkhaven Comics**, scriptwriters **Vox Day** and legendary comic book writer **Chuck Dixon**, director **Scotter Downey** and production company **Galatia Films** with **Daniel McNicoll** and **Nuala Barton** producing.

For this investment proposition, Viral Films Media only intends to produce a single feature film, *Rebel's Run*. While it may expand its business purpose in the future, investors' returns will be based upon the performance and proceeds from one film.

A New Comic Book Universe

For many years it was the sole domain of Hollywood to produce live-action special effects driven superhero films. Due to modern advances in software and hardware technology, including chip sizes/cost and newly developed digital programs, in large part there has been a sort of leveling of the playing field that offers an open door.

The script will be co-written by comic book legend Chuck Dixon and epic fantasy novelist and Alt Hero creator Vox Day. Chuck Dixon is considered the most prolific comic book author of our time. Dixon has written throughout his career for both Marvel and DC, defining and developing some of the most iconic comic book characters within those universes including Batman's Bane and The Punisher to name a few.

Dixon is teaming up with epic fantasy and science-fiction novelist **Vox Day**, who created ALT-HERO and is the founder and lead editor of Castalia House and Arkhaven Comics. Vox is the best-selling author of sixteen books, including his monumental epic fantasy series *The Arts of Dark and Light*, which has been favorably compared with George R.R. Martin's *A Song of Ice and Fire* series.

The high level of storytelling ability brought to the project by Chuck Dixon and Vox Day, combined with the ability to produce high quality visual effects efficiently, Viral Films Media intends for *Rebel's Run* to be a landmark movie.

Galatia Films, which Viral Films Media has engaged as the production company for *Rebel's Run*, has dedicated much of its energies to creating and collaborating with some of the biggest names within the special effects community. Galatia Films has a partnership with a newly proposed VFX studio in GA, which is being developed by the same group that built Pinewood Atlanta (the studio of Marvel's *Captain America*). Galatia Films is eager to set a new standard in visual effects for independent film. (Pinewood London is one of largest film studios in the world, home to the Bond films, Harry Potter and Star Wars.)

The Galatia Films team of partners have worked on a number of special effects blockbusters including *Night at the Museum*, *Man of Steel*, *The Avengers* and *Watchmen*, and Galatia Film, as producer, will bring together this range of resources for *Rebel's Run*, while keeping costs low and much of the VFX post production in-house. Viral Films Media believes that there is significant fan appetite for an

independently produced superhero movie, which is independent of the main Hollywood studios as well as of the mainstream comic book publishers.

The creation of Arkhaven Comics and Alt Hero

A Cultural Revolution in Comic Books: The groundbreaking ALT-HERO crowdfunding campaigns and creation of Arkhaven Comics

For 80 years, the comic book superhero has been defined and dominated by two major publishers: *D.C. Comics* and *Marvel Comics*. Likewise, the cinematic depiction of super heroes has focused almost exclusively on D.C. and Marvel heroes who have been around for a half-century or more.

Upstart publisher **Arkhaven Comics**, a division of independent science-fiction publisher **Castalia House**, has been spearheading a cultural revolution in the comic book world, and in the superhero genre in particular. In mid-2017, Castalia House responded to calls from its readers and fan base to expand into the comic book medium. Castalia House tested the waters by running a kickstarter campaign to gauge interest and raise money for a six-issue comic book series to be written by Vox Day and Chuck Dixon. After reaching its initial funding goal in only four hours, ALT-HERO concluded its historic crowdfunding campaign by reaching the \$245,000 mark from over 2,000 backers.

The ALT-HERO crowdfunding campaign was the most successful in history for a new comic launch, and one of the top funded of the over 10,000 comics-related crowdfunding campaigns. Due to the enthusiastic supporter response, the initial length of the series was expanded to 12 issues.

Castalia House created a new publishing division for ALT-HERO and other comic book series by its own authors: **Arkhaven Comics**. At the time of the successful campaign, ALT-HERO creator Vox Day stated: “Fans and retailers alike despise how Marvel and DC are trashing characters they have cherished for generations. That is why it's not going to be too long before you're going to start seeing ALT-HERO games, and eventually, movies.” Through Viral Films Media, that promise is now coming to fruition.







Viral Films Media has licensed a script and related intellectual property from Arkhaven Comics, and will be working together with Arkhaven and its founder, Vox Day, to bring the Alt Hero comic book superhero universe to the silver screen for the first time.

Amazon Hot New Releases

Our best-selling new and future releases. Updated hourly.

Any Department
Kindle Store
Kindle eBooks
Comics, Manga & Graphic Novels
Graphic Novels
Anthologies
Contemporary Women
Dystopian & Post-Apocalyptic
Erotica
Everyday Life
Fantasy
Historical & Literary
Horror
LGBT
Media Tie-In & Adaptations
Military
Mystery, Thriller & Suspense
Pulp
Religious
Romance
Science Fiction

New Releases in Graphic Novels

#1  Alt-Hero: Q #1: Where We Go One (Alt-Hero: Q) Chuck Dixon ★★★★★ 10 Kindle Edition \$3.71 Release Date: April 9, 2019	#2  The Batman Who Laughs (2018-) #4 Scott Snyder Kindle Edition Release Date: April 10, 2019	#3  War Of The Realms: Journey Into Mystery (2019...) Clint McElroy Kindle Edition \$4.12 Release Date: April 10, 2019
#6 	#7 	#8 

(image of Alt Hero: Q #1 ranking in new releases on Amazon)

Arkhaven Comics achievements to date

Achievements in the less than two years since Arkhaven Comics was founded:

- Created and developed the **Alt Hero superhero universe** in three series.
- Published six issues of the original **Alt Hero** series, with story arcs taking place in the United States, Europe and Asia
- Published three issues of **Chuck Dixon's Avalon**, a separate series taking place within the Alt Hero universe.
- Published the first issue of **Alt Hero: Q**, a James Bond-style spy action-adventure series by Chuck Dixon featuring a new break-out hero Roland Dane.
- Published **Right Ho, Jeeves** a comic book adaption of P.D. Wodehouse's classic series of novels featuring Bertie Wooster and Jeeves.
- Brought on board a number of major comic book industry writers, illustrators and professionals, including legendary comic book writer **Chuck Dixon**, *Sword of Conan* illustrator **Gary Kwapitz**, award-winning science-fiction grandmaster **John C. Wright**, among others.
- Created alternative label **Dark Legion Comics** to provide a publishing platform for other comic book creators.
- Arkhaven Comics has run several of the most successful crowdfunding campaigns in history.
- Arkhaven Comics releases have been category best-sellers and received hundreds of positive reviews on Amazon.

Thus, Viral Films Media believes that the acceptance and enthusiasm in the market for the Alt Hero

series from Arkhaven Comics shows there is a market opportunity for an independently produced live-action superhero film. Arkhaven Comics has an enthusiastic and committed fan base who are excited about an Alt Hero film. There is a pre-existing audience base and group of people who will spread the word about *Rebel's Run*.

Viral Films Media and production company Galatia Films will use all available marketing channels to distribute the film, including theatrical release, online distributions, international distributions, film festivals and any other commercially attractive options.



(image of press release upon successful completion of original Alt Hero crowdfunding)

Alt Hero and Rebel's Run

The Alt Hero comic book series contains a broad range of superheroes and supervillians, transnational organizations, and several story-arcs across multiple continents. The overarching theme of the Alt Hero series is the nascent battle arising between imperial, authoritarian and Orwellian governmental organizations and grass-roots resistance by freedom-lovers, free thinkers and true patriots.

The heroes and organizations introduced in the Alt Hero series include:

- In the European story-arc: **Captain Europa, Dynamique, Rainbow, the Global Justice Initiative.**
- In the American story-arc: ***Rebel*, Kat, Dreamforge, Ryu No Seishin and Michael Martel**
- In the Asia story-arc: the **Gods of Peaceful Sleep.**

Shiloh Summers, known as **Rebel**, has been the break-out fan favorite within the series, and Viral Films Media will focus on her story in this first project to bring the Alt Hero cinematic universe to the silver screen for *Rebel's Run*.

As the story takes place in the American South, Georgia-based production company Galatia Films is the perfect partner to work with us on the project. The tax credits available for filming in Georgia and other savings that this will present will enable Viral Films Media to leverage the money raised in an efficient and targeted way.

Viral Films Media will present the stories of one of the iconic heroes of the series, Rebel. Currently, *Rebel's Run* is the only project that Viral Films Media intends to undertake, and the returns on any investment in Viral Films Media, if the company is profitable will be based upon this one film.

(Cover of *Alt Hero*, #2, *Rebel's Cell*, which introduced the character Rebel.)





(image from Alt Hero, #4, *The War in Paris*)

The Creative and Production Teams

Viral Films Media is teaming up with top people in the comic books and film industries.

In order to make *Rebel's Run* a modern day superhero classic, Viral Films Media is teaming up with professionals from the comic book and films industries who are enthusiastic about bringing a new creative universe to the silver screen and challenging the hegemony of Hollywood and the major comic book labels.

Screenwriters

The script-writing team consists of legendary comic book writer **Chuck Dixon** and Hugo-nominated science fiction and epic fantasy novelist, **Vox Day**, who is the creator of ALT-HERO.

Chuck Dixon



(image of Chuck Dixon)

Dixon is a legend in the industry, and has the distinction of being the most prolific comic book author in history, with over 40,000 pages published. He has created or worked on some of the most iconic and classic superhero and action comics: *Batman*, *The Punisher* and *Robin*. Chuck was one of the creators of **iconic Batman-villain Bane**, who is among the most recognizable and notorious villains in comics in recent decades.

Dixon has produced content for **Arkhaven Comics**, including several series that take place in the ALT-HERO universe: *Chuck Dixon's Avalon* and *ALT-HERO: Q*, both of which have been well-received by fans and achieved best-seller status in their categories on Amazon. Chuck has also adapted **J.R.R. Tolkien's *The Hobbit*** and **P.D. Wodehouse's classic Bertie Wooster novels** into comic book series, the latter of which was published by Arkhaven Comics.

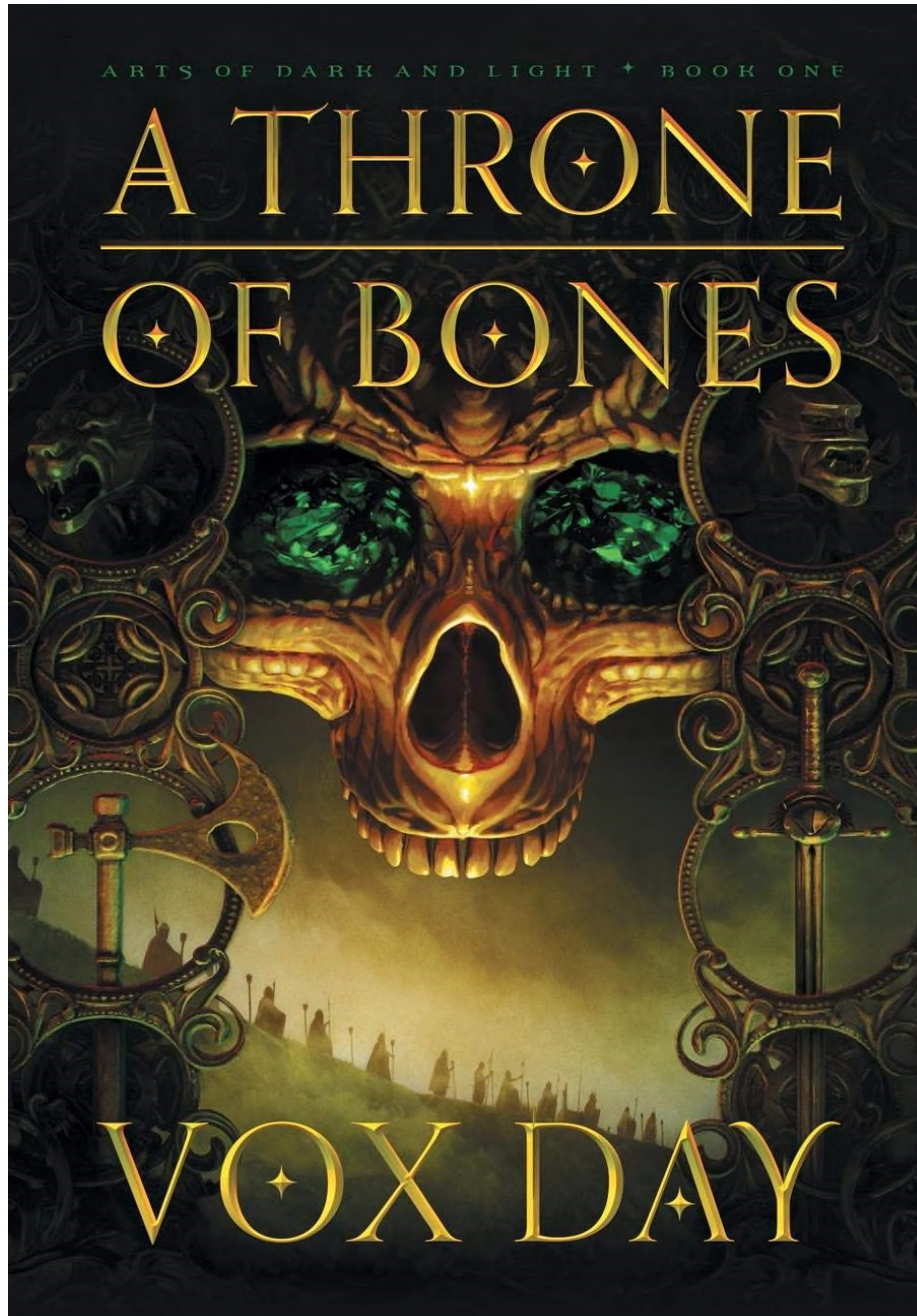
Vox Day



(image of Vox Day)

Dixon is teaming up with epic fantasy and science-fiction novelist **Vox Day**, who created ALT-HERO and is the founder and lead editor of Castalia House and Arkhaven Comics. Vox is the best-selling author of sixteen books, including his monumental epic fantasy series *The Arts of Dark and Light*. Vox is also an award-winning game designer, a founding member of the electronic band Psykosonik, which recorded four Billboard Top 40 Club Play hits in the 90s, and the author of numerous best-selling non-fiction works in areas including political science, economics and religion. As editor at Castalia House, Vox has worked with a range of major authors, including science-fiction grandmaster John C. Wright, renowned Israeli military historian Martin van Creveld and ground-breaking economist Steve Keen.

Despite never having worked in comics prior to creating Alt Hero, Vox ran the most successful kickstarter crowdfunding campaign for a new comic book series in history, raising \$245,000 for the original ALT-HERO series. In little over a year, Vox and his team at Arkhaven have published six issues of the series, while also successfully building up Arkhaven Comics into a significant player in the industry. Vox will now bring his writing talents to the screen in teaming up with Dixon on *Rebel's Run*.



(cover of *A Throne of Bones*, book one of *The Arts of Dark and Light* series by Alt Hero creator and *Rebel's Run* scriptwriter Vox Day.)

Film Industry Professionals

In producing *Rebel's Run*, **Viral Films Media** will also be working with experienced professionals from the film industry, including players who are largely independent of Hollywood and excited to challenge the Hollywood and superhero genre status quo.



(image of **Galatia Films** team members, including founder **Daniel McNicoll**, center right.)

The Production Company: Galatia Films

Galatia Films, founded by film producer Daniel McNicoll, has been engaged as the production company assisting **Viral Films Media**, and has worked on numerous high profile projects over the years, reaching the #1 spot on both iTunes and Netflix. Past projects include *Goodbye Christopher Robin*, *Reclaiming the Blade* (featuring **Viggo Mortensen** and **Karl Urban**), *TheOneRing.net's Hobbit in 5* and **Disney/ESPN's Star Wars: Evolution of the Lightsaber**.

From script development to equipment rentals, post production VFX and distribution, Galatia provides a full range of film services and is the ideal partner to work with **Viral Films Media** on *Rebel's Run*. Galatia team members have worked on a number of blockbusters including *Night at the Museum*, *Man of Steel*, *The Avengers* and *Watchmen* to name a few.

Galatia Films has offices and studio space in Georgia and Los Angeles. The filming of *Rebel's Run* will be done in Georgia. Georgia offers tax credits for filming and production that take place within the state if certain criteria are met. Viral Films Media and Galatia Films intend to make full efforts to qualify for the tax credits which will enhance the budget of the film and create production leverage for the project.

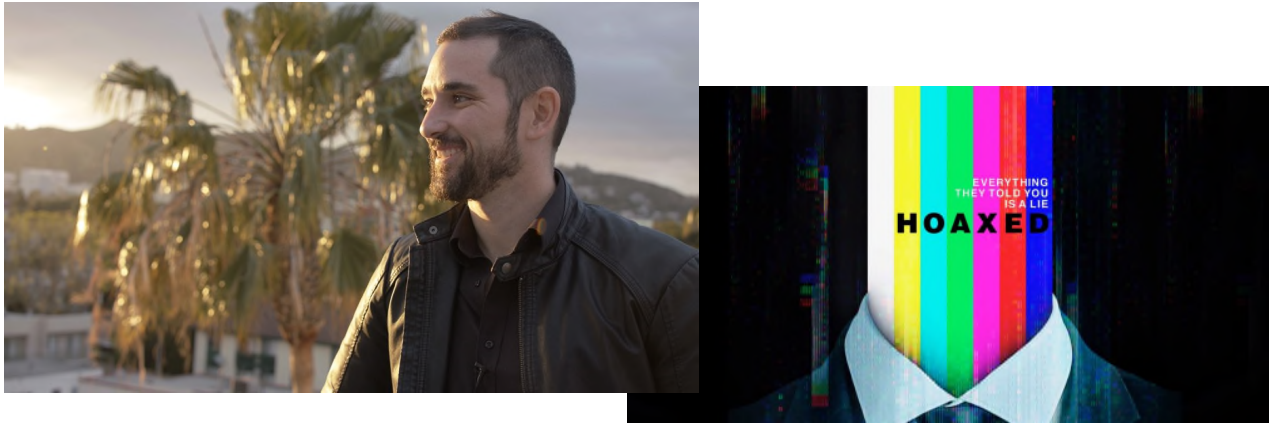


(images of films that Galatia Films has been involved in producing.)

The Director: Scooter Downey

Scooter Downey will be directing *Rebel's Run*. Scooter is an independent filmmaker and the founder of **True Legend Films**, a production company based in Los Angeles.

Scooter has worked as an editor and producer for *It's in the Blood* and *Elixir*. He recently co-directed the feature documentary *Hoaxed*, a groundbreaking and critically acclaimed look at the fake news phenomenon. Scooter is an up-and-coming director who brings a unique creative vision, enthusiasm, professionalism, a fantastic work ethic, and an excellent working rapport with the scriptwriters and producer.



(image of Scooter Downey, director of *Rebel's Run*, and marketing image from his critically acclaimed documentary *Hoaxed*.)

The Management Team

Aside from the solid creative and production teams that are involved in *Rebel's Run*, Viral Films Media has also brought on an initial investor base who have confidence in the project as well as a management team to manage the administration and operations of the LLC.

Management

Donald Amason has served as the **Manager** and **Chief Executive Officer** of Viral Films Media since May 2019. He has also served in a variety of roles for a major industrial and defense contracting company since June 1992. Don has over 25 years of experience in engineering, operations, and organizational leadership. His responsibilities have included product design, production management, financial reporting, new business development, strategic planning and risk and opportunity management. He has successfully led organizations of as many as 120 employees on technically challenging projects. Don holds a B.S. in Electrical Engineering from Mississippi State University.

Daniel McNicoll has served as our **Director** since our inception and as **Head of Production** since May 2019. Daniel is Executive Director of **Galatia Films**, which he founded and has run since February 2007. Daniel's first film *Reclaiming the Blade* featuring **Viggo Mortensen, Karl Urban** and **Star Wars legend Bob Anderson**, went on to become a #1 on iTunes and Netflix and was narrated by actor and friend John Rhys-Davies. Other projects include upcoming epic *Glastonbury: Isle of Light* currently in development with producer Leon Clarence (*Sence8, Come and Find Me*), line producer Ned Dowd (*Count of Monte Cristo, Last of the Mohicans*), Weta Workshop Director Sir Richard Taylor (*King Kong, Avatar*) and illustrator John Howe (*Lord of the Rings, The Hobbit, and Narnia*). Current projects include a new documentary with *Dark Knight* and *Game of Thrones* stunt coordinators. Daniel has worked closely with soundtrack label Lakeshore Records, Apple iTunes, Netflix and Starz. Prior to founding Galatia Films, Daniel was a mutual funds advisor at Deutsche Bank and PNC, and prior to that worked as a royalty accountant for BMI. Daniel holds a bachelor of business administration, arts, entertainment and media management from Belmont University.

Josiah Little has served as the **Chief Financial Officer** and **Treasurer** of Viral Films Media since May 2019. From 2015, Josiah worked as the Information Security Officer of Ginger Gene, an innovative support and training platform for capital equipment manufacturers and users, where he was responsible for ensuring that all company computers and networks were protected from cyber attack, and that all proper information security protocols are followed. He is a graduate of The Hebrew Reali School and previously served in the Israeli Defense Force.

Board of Directors

Frederick Dawe has served as our **Director** since May 2019. He has served as Senior Counsel of The Financial Services Consulting Group, a privately held consultancy advising on mergers and acquisition, integration and commercial agreements, since 2006. Fred holds a B.A. in political science and German from St. Olaf College, and a J.D. from Mitchell Hamline School of Law.

Spencer Yee has served as our **Director** since May 2019. Spencer is a founding partner of the law firm Yee & Shih LLP, where he has practiced law since 2014. Spencer focuses on corporate transactions and securities offerings. He has advised corporate, private equity and other clients in a variety of public and private merger and acquisition transactions, minority and strategic investments and other corporate matters. Previously, Spencer was associated with Simpson Thacher & Bartlett LLP. Spencer received his B.S. from Brigham Young University and his J.D. from New York University School of Law.

Daniel McNicoll (See above under Management)

Conclusion

Viral Films Media will be bringing together a powerful combination: a script by two accomplished and acclaimed storytellers, an exciting and groundbreaking group of new superheroes in an entirely new comic book universe, and a talented and ambitious group of film industry professionals. We hope you will join and support us in this historic venture to bring a new generation of heroes to the silver screen and create the first ALT-HERO feature film: *Rebel's Run*.



(image of Shiloh Summers/Rebel from the trailer for the *Rebel's Run* crowdfunding campaign.)

EXHIBIT C

VIRAL FILMS MEDIA LLC

SUBSCRIPTION INSTRUCTIONS

A subscription to invest in Viral Films Media LLC, a Delaware limited liability company (the “*Company*”) may be made only by means of the completion, delivery and acceptance of the subscription documents in this package as follows:

- o **SUBSCRIPTION AGREEMENT:** Complete all requested information in this Subscription Agreement and date and sign the signature page.
- o **LIMITED LIABILITY COMPANY AGREEMENT:** Execute the signature page to the Limited Liability Company Agreement of the Company (the “*LLC Agreement*”) attached as Schedule A.

DELIVERY OF SUBSCRIPTION DOCUMENTS

Subscribers must submit:

- o A completed and signed copy of the Subscription Agreement; and
- o An executed copy of the signature page to the LLC Agreement.

Please note that the Manger of the Company (the “*Manager*”) reserves the right to request any additional documentation necessary to verify the identity of a prospective investor in the Company. Please be aware that your failure to provide such documentation may delay your acceptance by Manager or cause your subscription request to be rejected entirely. The Company and Manager shall be held harmless by any such prospective investor against any loss arising as a result of a failure to provide any requested documentation.

PRIVACY

The Company takes precautions to maintain the privacy of personal information concerning the Company’s current and prospective individual investors. For more information in this regard, please refer to the Privacy Policy attached hereto as Exhibit A.

VIRAL FILMS MEDIA LLC

SUBSCRIPTION AGREEMENT

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER ANY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. THIS OFFERING IS MADE PURSUANT TO SECTION 4(a)(6) OF THE SECURITIES ACT AND REGULATION CROWDFUNDING THEREUNDER.

A SUBSCRIBER SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE LIMITED LIABILITY COMPANY INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION, AND, THEREFORE, CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE COMPANY TO REGISTER THE LIMITED LIABILITY COMPANY INTERESTS UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE LIMITED LIABILITY COMPANY INTERESTS IS ALSO RESTRICTED BY THE TERMS OF THE LIMITED LIABILITY COMPANY AGREEMENT RELATING THERETO.

INVESTORS ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN SECTION 5(F). THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED THE OFFERING MATERIALS (AS DEFINED HEREIN) SPEAK AS OF THEIR DATE.

THIS SUBSCRIPTION AGREEMENT AND SUBSCRIBER QUESTIONNAIRE (this “**Agreement**”) is entered into by and between LLC President (the “**Manager**”), and the subscriber identified on the signature page hereto (“**Subscriber**”) in connection with Subscriber’s purchase of certain Class B Units (the “**Class B Units**”) in Viral Films Media LLC, a Delaware limited liability company (the “**Company**”), at **a purchase price of US\$1.00 per Class B Unit**, and admission as a Class B Member of the Company pursuant to its Limited Liability Company Agreement (the “**LLC Agreement**”). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the LLC Agreement.

Subscriber understands that the Company, is conducting an offering (the “**Offering**”) under Section 4(a)(6) of the Securities Act of 1933, as amended (the “**Securities Act**”) and Regulation Crowdfunding promulgated thereunder. This Offering is made pursuant to the Form C, dated on or about July 2, 2018, as amended, filed by the Company with the SEC (the “**Form C**”) and the Exhibits thereto (collectively the “**Offering Materials**”). The Company is offering to both accredited and non-accredited investors up to 1,070,000 Class B Units of membership interest at a price of one dollar (\$1.00) per Class B Unit (the “**Purchase Price**”). The Units have the relative rights, preferences, privileges and priorities specified in the Operating Agreement of the Company, a copy of which has been provided on the Portal (as defined below) and is filed as an Exhibit to the Form C (the “**Operating Agreement**”). The minimum amount or target amount to be raised in the Offering is \$750,000 (the “**Target Offering Amount**”) and the maximum amount to be raised in the offering is \$1,070,000 (the “**Maximum Offering Amount**”). If the Offering is oversubscribed beyond the Target Offering Amount, the Company will sell Class B Units on a basis to be determined by the Company’s management. The Company is offering the Units to prospective investors through the Silicon Prairie Online crowdfunding portal (the “**Portal**”). The Portal is registered with the Securities and Exchange Commission (the “**SEC**”), as a funding portal and is a funding portal member of the Financial Industry Regulatory Authority. The Company will pay the Portal a commission equal to 7% of gross monies raised in the Offering. Investors should carefully review the Offering Materials, which are available on the website of the Portal at fp.sppx.io.

Subscriber hereby subscribes for the Class B Units, and Manager and Subscriber hereby agree as follows:

1. **Purchase.** Subscriber agrees to purchase from the Company, an aggregate amount of Class B Units as set forth on the signature page hereto. All payments of Subscriber’s purchase price to the Company shall be made by check made out to “**VIRAL FILMS MEDIA LLC**”, wire transfer or ACH. Units will be sold in minimum amounts of \$2,000 with incremental additional amounts of \$100.00 or more.
2. **Adoption.** If Subscriber is accepted as a Class B Member of the Company pursuant to paragraph 3 below, Subscriber hereby agrees to be bound by all the terms and provisions of the LLC Agreement and to perform all obligations therein imposed upon a Class B Member with respect to the Class B Units.
3. **Acceptance of Subscription; Delivery of LLC Agreement; Subscriber Cancellation.** Subscriber understands and agrees that this subscription is made subject to the following terms and conditions:
 - (a) Manager shall have the right to review the suitability of any person desiring to purchase Class B Units in the Company;
 - (b) Manager shall have the right, in its sole and absolute discretion, to reject this subscription, in whole or in part, and the subscription shall be deemed to be accepted by Manager only when Subscriber has been admitted to such Company as a Class B Member;

- (c) Manager shall have no obligation to accept subscriptions in the order received;
- (d) Subscriber hereby requests and authorizes Manager to enter Subscriber's name on Schedule C to the LLC Agreement as a Class B Member;
- (e) The Class B Units to be created on account of this subscription shall be created only in the name of Subscriber, and Subscriber agrees to comply with the terms of the LLC Agreement and to execute any and all further documents necessary in connection with becoming a Class B Member of the Company;
- (f) Subscriber hereby undertakes in respect of the Class B Units that Subscriber shall comply with the restrictions on transfer of the Class B Units contained in the LLC Agreement;
- (g) Subscriber further understands that during and following termination of the Offering, the Company may undertake offerings of other securities; and
- (h) Subscriber has up to 48 hours before the campaign end date described in the Form C to cancel the purchase and get a full refund.
- (i) Subscriber hereby agrees to the use of electronic signatures for purposes of both this Subscription Agreement and the Operating Agreement.

4. Conditions to Closing. Manager's obligations hereunder are subject to acceptance by Manager of Subscriber's subscription for Class B Units in the Company and to the fulfillment, prior to or at the time of closing, of each of the following conditions:

- (a) The representations and warranties of Subscriber contained in this Agreement shall be true and correct at the time of closing; and
- (b) All proceedings in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall be satisfactory in substance and form to Manager and the Company, and Manager, the Company shall have received all such counterpart originals or certified or other copies of such documents as Manager may request.

5. Subscriber's Representations. In connection with Subscriber's purchase of Class B Units, Subscriber makes the following representations and warranties on which Manager and the Company are entitled to rely:

- (a) Subscriber has received, read and understands the Offering Materials. No representations or warranties have been made to Subscriber by the Company, Manager or any agent of such persons, other than as set forth in the LLC Agreement and this Agreement.
- (b) Subscriber is acquiring the Class B Unit solely for Subscriber's own account and not directly or indirectly for the account of any other person whatsoever (or, if Subscriber is acquiring the Class B Unit as a trustee, solely for the account of the trust or trust account named herein) for investment and not with a view to, or for sale in connection with, any distribution of the Class B Unit. Subscriber does not have any contract, undertaking or arrangement with any person to sell, transfer or grant a participation to any person with respect to the Class B Unit.

- (c) Subscriber has such knowledge and experience in financial and business matters that Subscriber is capable of evaluating the merits and risks of the investment evidenced by Subscriber's purchase of the Class B Unit, and Subscriber is able to bear the economic risk of such investment including the risk of complete loss.
- (d) Subscriber has had access to such information concerning the Company as Subscriber deems necessary to enable Subscriber to make an informed decision concerning the purchase of the Class B Unit. Subscriber has had access to the managers of Manager and the opportunity to ask questions of, and receive answers satisfactory to Subscriber from, such managers concerning the offering of Class B Units in the Company and the Company generally. Subscriber has obtained all additional information requested by Subscriber to verify the accuracy of all information furnished in connection with the offering of Class B Units in the Company.
- (e) Subscriber understands that the Class B Unit has not been registered under the United States Securities Act of 1933, as amended (the "*Securities Act*") or any securities law of any state of the United States or any other jurisdiction, in each case in reliance on an exemption for private offerings, and Subscriber acknowledges that Subscriber is purchasing the Class B Unit without being furnished any offering literature or prospectus other than the Offering Materials.
- (f) Subscriber represents that either:
 - (i) Subscriber's net worth or annual income is less than \$107,000 and that the amount Subscriber is investing pursuant to this Agreement together with all other amounts Subscriber is investing in offerings under Section 4(a)(6) of the Securities Act within the previous 12 months is either less than (A) 5% of the lower of Subscriber's annual income or net worth, or (B) \$2,200; or
 - (ii) both Subscriber's net worth or annual income are more than \$107,000 and that the amount Subscriber is investing pursuant to this Agreement together with all other amounts Subscriber is investing in offerings under Section 4(a)(6) of the Securities Act within the previous 12 months is less than (A) 10% of the lower of Subscriber's annual income or net worth, and (B) does not exceed \$107,000.
- (g) Including the amount set forth on the signature page hereto, in the past 12-month period, Subscriber has not exceeded the investment limit as set forth in Rule 100(a)(2) of Regulation Crowdfunding.
- (h) Subscriber is aware that (i) Subscriber must bear the economic risk of investment in the Class B Unit for an indefinite period of time, possibly until final winding up of the Company, (ii) because the Class B Unit has not been registered under the Securities Act, there is currently no public market therefor, (iii) Subscriber may not be able to avail itself of the provisions of Rule 144 of the Securities Act with respect to the Class B Unit, and (iv) the Class B Unit cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. Subscriber understands that the Company is under no obligation, and does not intend, to effect any such registration at any time. Subscriber also understands that sales or transfers of the Class B Unit are further restricted by the provisions of the LLC Agreement and, as applicable, securities laws of other jurisdictions and the states of the United States.

- (i) The Class B Unit will not be transferred or disposed of except in accordance with the terms of this Agreement and the LLC Agreement and will not be sold or transferred without registration under the Securities Act, or pursuant to an applicable exemption therefrom.
- (j) Subscriber's full legal name, true and correct address of residence, phone number, electronic mail address, United States taxpayer identification number and other contact information are provided herewith.
- (k) The execution and delivery of the LLC Agreement and this Agreement, the consummation of the transactions contemplated thereby and the performance of the obligations thereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which Subscriber is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation, applicable to Subscriber.
- (l) No suit, action, claim, investigation or other proceeding is pending or, to the best of Subscriber's knowledge, is threatened against Subscriber that questions the validity of the LLC Agreement or this Agreement or any action taken or to be taken pursuant to the LLC Agreement or this Agreement.
- (m) Subscriber has full power and authority to make the representations referred to in this Agreement, to purchase the Class B Unit pursuant to this Agreement and the LLC Agreement and to deliver the LLC Agreement and this Agreement. The LLC Agreement and this Agreement create valid and binding obligations of Subscriber and are enforceable against Subscriber in accordance with their terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, and subject to general equity principles and to limitations on availability of equitable relief, including specific performance.
- (n) Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein. Such representations and warranties are complete and accurate, shall be complete and accurate at the time of closing and may be relied upon by the Company and the Manager. Such representations and warranties shall survive delivery of this Agreement and the LLC Agreement. If in any respect such information shall not be complete and accurate prior to the time of closing, Subscriber shall give immediate notice of such incomplete or inaccurate information to Manager, specifying which representations or warranties are not complete and accurate and the reasons therefor.
- (o) Subscriber hereby agrees to indemnify and hold harmless the Company, Manager and each member, principal, manager, director, officer, advisor or employee thereof (each, an "**Indemnified Party**") from and against any and all loss, damage or liability due to or arising out of any inaccuracy or breach of any representation or warranty of Subscriber or failure of Subscriber to comply with any covenant or agreement set forth herein or in any other document furnished to any Indemnified Party specifically supplementing the information in this subscription booklet by Subscriber in connection with the subscription for the Class B Unit. Subscriber shall reimburse each Indemnified Party for its legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any such claim, action, proceeding or investigation. The reimbursement and indemnification obligations of Subscriber under this paragraph shall survive any closing applicable to Subscriber (or, if this Agreement is terminated pursuant to paragraph

3(b) above, such termination) and shall be in addition to any liability which Subscriber may otherwise have (including, without limitation, liabilities under the LLC Agreement), and shall be binding and inure to the benefit of any successors, assigns, heirs, estates, executors, administrators and personal representatives of the Indemnified Parties.

- (p) Subscriber confirms that Subscriber has been advised to consult with Subscriber's attorney regarding legal matters concerning the Company and to consult with independent tax advisers regarding the tax consequences of investing in the Company. Subscriber acknowledges that he, she or it understands that any anticipated United States federal or state income tax benefits may not be available and, further, may be adversely affected through adoption of new laws or regulations or amendments to existing laws or regulations. Subscriber acknowledges and agrees that the Company is providing no warranty or assurance regarding the ultimate availability of any tax benefits to Subscriber by reason of Subscriber's investment in the Company.
- (q) Subscriber understands that information relating to Subscriber shall appear on the records of the Company. Subscriber acknowledges and agrees that other Members may receive such information as permitted by the LLC Agreement or as required by applicable laws and may share such information with their advisors.
- (r) Subscriber understands and agrees that Manager may cause the Company to make an election under Section 754 of the Code or an election to be treated as an "electing investment partnership" for purposes of Section 743 of the Code. If a Company elects to be treated as an electing investment partnership, Subscriber shall cooperate with the Company and its Manager to maintain that status and shall not take any action that would be inconsistent with such election. Upon request, Subscriber shall provide Manager with any information necessary to allow the Company to comply with (a) its obligations to make tax basis adjustments under Sections 734 or 743 of the Code and (b) its obligations as an electing investment partnership.

- 6. Withholding.** Manager may be required to withhold a certain portion of the taxable income and gain allocated or distributed to each Subscriber unless Subscriber provides documentation confirming that such Subscriber is not subject to withholding, or is subject to a reduced rate of withholding. If Subscriber is a United States Person, please complete IRS Form W-9 and provide a copy to the Manager. Such Subscriber agrees to notify Manager within 60 days if Subscriber ceases to be a United States Person.

7. Investor Qualifications

Subscriber represents and warrants as follows (*Answer Part (a), (b) or (c), as applicable. Please check all applicable items*):

(a) **Accredited Investor – Individuals.** I am an INDIVIDUAL and:

- i. I have a net worth, or a joint net worth together with my spouse, in excess of \$1,000,000, excluding the value of my primary residence.
- ii. I had an individual income in excess of \$200,000 in each of the prior two years and reasonably expect an income in excess of \$200,000 in the current year.
- iii. I had joint income with my spouse in excess of \$300,000 in each of the prior two years and reasonably expect joint income in excess of \$300,000 in the current year.
- iv. I am a director or executive officer of VIRAL FILMS MEDIA.

(b) **Accredited Investor – Entities.** The undersigned is an ENTITY and:

- i. The undersigned hereby certifies that all of the beneficial equity owners of the undersigned qualify as accredited individual investors by meeting one of the tests under items (a)(i) through (a)(iv) above.

Please indicate the name of each equity owner and the applicable test from (a) above:

- ii. The undersigned is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Securities Act either in its individual or fiduciary capacity.
- iii. The undersigned is an insurance company as defined in Section 2(13) of the Securities Act.
- iv. The undersigned is an investment company registered under the Investment Company Act of 1940 or a business development company as defined therein, in Section 2(a)(48).
- v. The undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- vi. The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 and one or more of the following is true (check one or more, as applicable):
 - (1) the investment decision is made by a plan fiduciary, as defined therein, in Section 3(21), which is either a bank, savings and loan association, insurance company, or registered investment adviser;
 - (2) the employee benefit plan has total assets in excess of \$5,000,000; or

- (3) the plan is a self-directed plan with investment decisions made solely by persons who are “accredited investors” as defined under therein.
- vii. The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- viii. The undersigned has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring and one or more of the following is true (check one or more, as applicable):
 - (1) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
 - (2) a corporation;
 - (3) a Massachusetts or similar business trust;
 - (4) a partnership; or
 - (5) a limited liability company.
- ix. The undersigned is a trust with total assets exceeding \$5,000,000, which is not formed for the specific purpose of acquiring and whose purpose is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the Class B Units.

(c) Non-Accredited Investors.

- The undersigned cannot make any of the foregoing representations and is therefore not an accredited investor.

8. Survival of Agreements, Representations and Warranties. All agreements, representations and warranties contained herein or made in writing by or on behalf of Subscriber, the Company or Manager in connection with the transactions contemplated by this Agreement shall survive the execution of this Agreement and the LLC Agreement, any investigation at any time made by Subscriber, the Company or Manager or on behalf of any of them and the sale and purchase of the Class B Unit and payment therefor and the dissolution and termination of the Company.

9. Legends. Subscriber consents to the placement of any legend required or reasonably advisable, as determined by the Company’s legal counsel, by applicable law.

- 10. Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by Federal Express, DHL or other recognized international courier service or by facsimile or electronic transmission and shall be effective the earliest of (a) actual receipt, or (b) on the third business day after dispatch by Federal Express, DHL or other recognized international courier service, or (c) the next business day after such notice shall have been given by facsimile transmission with electronic answerback confirmation or electronic transmission. A “business day” shall mean any weekday (i.e., Monday through Friday) during which banks are generally open in both the U.S. Until otherwise specified by written notice, the addresses for any such notice shall be:

If to the Company, to:

Viral Films Media LLC
c/o Galatia Films, LLC
400 West Peachtree Street NW, Suite 415
Atlanta, Georgia 30308

If to a Subscriber, to such address as is set forth in Subscriber’s signature page to this agreement

- 11. Counterparts, Execution and Delivery.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or other reproduction of this Agreement may be executed by Subscriber and/or Manager, and an executed copy of this Agreement may be delivered by Subscriber and/or Manager by facsimile, electronic signature or similar electronic transmission device pursuant to which the signature(s) and responses can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, Subscriber and Manager agree to execute an original of this Agreement as well as any facsimile or other reproduction hereof.
- 12. Amendments.** Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only with the written consent of Subscriber and Manager.
- 13. Assignment.** This Agreement is not transferable or assignable by Subscriber.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE FOR INDIVIDUALS

Dated: _____

Signature

Name (Typed or Printed)

Social Security Number

Telephone Number

Residence Street Address

City, State & Zip Code

Mailing Address
(Only if different from residence address)

City, State & Zip Code

Email address

**Principal Subscription
Amount (\$):** _____

SIGNATURE PAGE FOR TRUSTS AND ENTITIES

Dated: _____

Name of Entity (Typed or Printed)

Telephone Number

Signature of Authorized Person

Entity's Tax Identification Number

Name & Title (Typed or Printed of Signatory)

Contact Person (if different from Signatory)

Principal Executive Office Address

Mailing Address
(if different from principal executive office)

City, State & Zip Code

City, State & Zip Code

Email address

Email address

**Principal Subscription
Amount (\$):** _____

Entity Subscriber Type of Ownership:

The subscribed for units are to be registered in the following form of ownership (check one):

- Partnership
- Limited Liability Company
- Corporation
- Trust or Estate (Describe, and enclose evidence of authority)
- IRA Trust Account
- Other (Describe)

ACCEPTANCE

This Subscription Agreement is accepted by VIRAL FILMS MEDIA LLC on _____

As to: the principal amount in dollars and number of Class B Units set forth on Subscriber's signature page.

VIRAL FILMS MEDIA LLC

By: _____

Name:

Title:

SCHEDULE A

Signature Pages to the LLC Agreement

Counterpart Signature Page to Operating Agreement of Viral Films Media LLC

IN WITNESS WHEREOF, the undersigned have executed or caused to be caused to be executed on their behalf this Agreement as of the date first written above.

**MEMBER
(NATURAL PERSON):**

**MEMBER
(ENTITY):**

Name of Natural Person (*Type or Print*)

Name of Entity (*Type or Print*)

(*Signature*)

By: _____
(*Signature*)

Name: _____
(*Type or Print*)

(*Address*)

Title: _____
(*Type of Print*)

(*E-mail*)

(*Address*)

(*E-mail*)

SCHEDULE B

Subscriber Information

Name _____
Email _____
Mailing Address _____
City State ZIP Country _____
Phone _____

Wire Instructions for Distributions

Please provide wire instructions for the transfer of any payments due from the Company. These instructions must be provided at account inception. Subscriber may change these wire instructions but may be required to provide an appropriate signature guarantee by a qualified financial institution (note that a signature guarantee is different than a notarized signature).

Bank _____
Location _____
9-Digit ABA _____
SWIFT _____
Beneficiary Bank Name: _____
Beneficiary Bank Account #: _____
Beneficiary Account Name: _____
Beneficiary Account #: _____
For further credit to (if applicable): _____
Telephone Number of Bank: _____
Facsimile Number of Bank: _____
Name of Banking Officer: _____
Reference: _____

EXHIBIT A

Privacy Policy

Manager is committed to protecting your privacy and maintaining the confidentiality and security of your personal information, and in connection therewith, this Privacy Policy is observed by Manager. This Privacy Policy explains the manner in which Manager collects, utilizes and maintains nonpublic personal information about potential subscribers (collectively, “**Subscribers**”) in Viral Films Media LLC, a Delaware limited liability company (the “**Company**”), as required under Federal Law. This Privacy Policy only applies to products and services provided by Manager to individuals (including regarding investments in the Company) and which are used for personal, family, or household purposes (not business purposes).

Collection of Subscriber Information

Manager may collect personal information about its Subscribers from the following sources:

1. Subscription forms, account forms, and other information provided by Subscriber in writing, in person, by telephone, electronically or by any other means. This information includes name, address, employment information, and financial and investment qualifications;
2. Transactions within the Company, including account balances, investments, distributions and fees;
3. Other interactions with Manager’s affiliates (for example, discussions with our staff and affiliated broker-dealer); and
4. Verification services and consumer reporting agencies, including a Subscriber’s creditworthiness or credit history.

Disclosure of Nonpublic Personal Information

Manager may share nonpublic personal information about investors or potential investors in the Company with affiliates, as permitted by law. Manager does not disclose nonpublic personal information about investors or potential investors in the Company to nonaffiliated third parties, except as permitted by law (for example, to service providers who provide services to Subscriber or Subscriber’s account).

Manager may share nonpublic personal information, without a Subscriber’s consent, with affiliated and nonaffiliated parties in the following situations, among others:

1. To respond to a subpoena or court order, judicial process or regulatory inquiry;
2. In connection with a proposed or actual sale, merger, or transfer of all or a portion of its business;
3. To protect or defend against fraud, unauthorized transactions (such as money laundering), law suits, claims or other liabilities;
4. To service providers of Manager in connection with the administration and operations of Manager, the Company and other Manager products and services, which may include brokers, attorneys, accountants, auditors, administrators or other professionals;
5. To assist Manager in offering Manager-affiliated products and services to its Subscribers;
6. To process or complete transactions requested by a Subscriber; and

7. For any proper purpose as contemplated by or permitted under the Company's offering, governing or organizing documents.

Former Subscribers

The same Privacy Policy applies to former Subscribers.

Protection of Subscriber Information

Manager maintains physical, electronic and procedural safeguards that comply with federal standards to protect customer information. Manager restricts access to the personal and account information of Subscribers to those employees who need to know that information in the course of their job responsibilities.

Further Information

Manager reserves the right to change this Privacy Policy at any time. The examples contained within this Privacy Policy are illustrations and are not intended to be exclusive. This Privacy Policy complies with Federal Law regarding privacy. You may have additional rights under other foreign or domestic laws that may apply to you.

VIRAL FILMS MEDIA LLC

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of May 3, 2019

THE UNITS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR AN EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

VIRAL FILMS MEDIA LLC
LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT, dated as of May 3, 2019 is entered into by and among Viral Films Media LLC, a Delaware limited liability company (the “*Company*”), and each of the Members set forth on Schedule A attached hereto. Certain capitalized terms used herein are defined in Article I.

R E C I T A L S

WHEREAS, the Company was formed as a limited liability company under the laws of the State of Delaware on January 28, 2019;

WHEREAS, the Class A Members have agreed to contribute cash to the Company in exchange for Class A Units of the Company, the Class C Member has agreed to acquire Class C Units of the Company, and the Class D Member has agreed to acquire Class D Units of the Company each in accordance with the terms of this Agreement; and

WHEREAS, the Members wish to provide for the management, operation and governance of, and the relative voting and economic interests in, the Company following the issuance of the Interests as described above;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.
CERTAIN DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the following meanings:

“*Act*” means the Delaware Limited Liability Company Act, 6 Del. L. § 18-101, et seq., as it may be amended from time to time, and any successor to the Act.

“*Additional Member*” means a Person admitted to the Company as a Member pursuant to Section 10.2.

“*Adjusted Capital Account Deficit*” means with respect to any Capital Account as of the end of any Taxable Year, the amount by which the balance in such Capital Account is less than zero. For this purpose, such Person’s Capital Account balance shall be (i) reduced for any items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6), and (ii) increased for any amount such Person is obligated to contribute or is treated as being obligated to contribute to the Company pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) (relating to partner liabilities to a partnership) or Treasury Regulations Section 1.704-2(g)(1) and Treasury Regulations Section 1.704-2(i) (relating to Minimum Gain).

“*Affiliate*” of any particular Person means any other Person controlling, controlled by, or under common control with such particular Person, where “*control*” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract, or otherwise.

“**Agreement**” means this Limited Liability Company Agreement, as amended or modified from time to time in accordance with the terms hereof.

“**Assignee**” means a Person to whom an Interest has been Transferred in accordance with the terms of this Agreement and the other agreements contemplated hereby, but who has not become a Member pursuant to Article IX.

“**Board**” has the meaning set forth in Section 5.2(a).

“**Book Value**” means, with respect to any Company property, the Company’s adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulations Section 1.704-1(b)(2)(iv)(d) through (h); *provided*, that the Book Value of any asset contributed by a Member shall be its Fair Market Value as determined at contribution and the Book Value of any asset distributed to a Member in-kind shall be adjusted to equal its Fair Market Value as of the date of distribution.

“**Business Day**” means a day, not including a Saturday or Sunday, during which banks located in [Atlanta, Georgia] are required to be open.

“**Capital Account**” means the capital account maintained for a Member pursuant to Section 3.2.

“**Capital Contributions**” means any cash, cash equivalents, promissory obligations, or the Fair Market Value of other property that a Member contributes or is deemed to have contributed to the Company, net of any liabilities the Company is considered to assume or take subject to, or under, Section 752 of the Code, with respect to any Unit.

“**Certificate**” means the Company’s Certificate of Formation as filed with the Secretary of State of the State of Delaware.

“**Class A Issuance Price**” mean US\$0.50 per Class A Unit.

“**Class A Member**” means a holder of Class A Units.

“**Class A Premium**” means, with respect to any Class A Unit, an amount equivalent to 50% multiplied by the aggregate Capital Contributions made with respect to such Class A Unit, in each case less all prior distributions made pursuant to Section 4.1(b)(i) and Section 4.1(c)(i) that are amounts deemed a Class A Premium.

“**Class A Unit**” means a Unit representing a fractional part of the interest of a Member in Profits, Losses and Distributions and having the rights and obligations specified with respect to the Class A Units in this Agreement.

“**Class A Unreturned Contributions**” means, with respect to any Class A Unit, as of any date, the excess, if any, of (a) the aggregate Capital Contributions made with respect to such Class A Unit over (b) the aggregate Distributions previously made with respect to such Class A Unit pursuant to Section 4.1(b)(iii) and Section 4.1(c)(iii).

“**Class B Issuance Price**” mean US\$1.00 per Class B Unit.

“**Class B Member**” means a holder of Class B Units.

“**Class B Premium**” means, with respect to any Class B Unit, an amount equivalent to 20% multiplied by the aggregate Capital Contributions made with respect to such Class B Unit, in each case less all prior distributions made pursuant to Section 4.1(b)(ii) and Section 4.1(c)(ii) that are amounts deemed Class B Premiums.

“**Class B Unit**” means a Unit representing a fractional part of the interest of a Member in Profits, Losses and Distributions and having the rights and obligations specified with respect to the Class B Units in this Agreement.

“**Class B Unreturned Contributions**” means, with respect to any Class B Unit, as of any date, the excess, if any, of (a) the aggregate Capital Contributions made with respect to such Class B Unit over (b) the aggregate Distributions previously made with respect to such Class B Unit pursuant to Section 4.1(b)(iv) and Section 4.1(c)(iv).

“**Class C Member**” means Dawe.

“**Class C Unit**” means a Unit representing a fractional part of the interest of a Member in Profits, Losses and Distributions and having the rights and obligations specified with respect to the Class C Units in this Agreement.

“**Class C Unreturned Contributions**” means, with respect to any Class C Unit, as of any date, the excess, if any, of (a) the aggregate Capital Contributions made with respect to such Class C Unit over (b) the aggregate Distributions previously made with respect to such Class C Unit pursuant to Section 4.1(b)(v) and Section 4.1(c)(v).

“**Class D Member**” means Galatia Films.

“**Class D Unit**” means a Unit representing a fractional part of the interest of a Member in Profits, Losses and Distributions and having the rights and obligations specified with respect to the Class D Units in this Agreement.

“**Class D Unreturned Contributions**” means, with respect to any Class D Unit, as of any date, the excess, if any, of (a) the aggregate Capital Contributions made with respect to such Class D Unit over (b) the aggregate Distributions previously made with respect to such Class D Unit pursuant to Section 4.1(b)(v) and Section 4.1(c)(v).

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Company**” has the meaning set forth in the caption of this Agreement.

“**Confidential Information**” has the meaning set forth in Section 6.6(a).

“**Dawe**” means Frederick Dawe.

“**Deemed Liquidation Event**” means (i) a dissolution or liquidation of the Company pursuant to Article XII hereof or (ii) a Sale of the Company.

“**Director**” means a Person appointed to the Board pursuant to Section 5.3 hereof.

“**Distribution**” means each distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution, redemption, repurchase, or

otherwise; *provided*, that none of the following shall be a Distribution: (i) any repurchase by the Company of any securities of the Company in connection with the termination of employment of any employee of the Company, (ii) any recapitalization or exchange of securities of the Company, and any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Units, or (iii) any repurchase of Units pursuant to any right of first refusal or similar repurchase right in favor of the Company.

“**Fair Market Value**” means, with respect to any asset or equity interest, its Fair Market Value determined according to Article XIII.

“**Family Group**” means, as to any Person, (i) such Person’s Family Members, (ii) a trust under which distribution of Units may be made only to such Person and or any Family Member of such Person, (iii) a charitable remainder trust, the income from which will be paid to such Person or his Family Members during his life, (iv) a partnership, limited liability company or other entity wholly owned, directly or indirectly, by such Person or such Person’s Family Members, and (v) such Person’s estate, executors, administrators, testamentary trustees, legatees or beneficiaries.

“**Family Members**” means, as to any natural Person, such Person’s spouse, parents, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each such Persons.

“**Fiscal Year**” means the Company’s annual accounting period established pursuant to Section 7.2.

“**GAAP**” means United States generally accepted accounting principles, consistently applied.

“**Galatia Films**” means Galatia Films, LLC, a limited liability company established and existing under the laws of the State of Georgia.

“**Galatia Films Default**” means (i) any material breach of the Production Services Agreement beyond the applicable notice and cure period, as determined by the Board in their sole discretion; (ii) the Production Services Agreement is terminated early for any reason; (iii) Galatia Films ceases to provide services to the Company in accordance with the Production Services Agreement; or (iv) the Head of Production appointed by Galatia Films for the Project is dismissed for cause.

“**Governmental Entity**” means the United States of America or any other nation, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government or any agency or department or subdivision of any governmental authority, including the United States federal government or any state or local government.

“**Indebtedness**” means at a particular time, without duplication, (i) any indebtedness for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any indebtedness for the deferred purchase price of property or services with respect to which a Person is liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current liabilities incurred in the ordinary course of business which are not more than 120 days past due), (iv) any commitment by which a Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit), and (v) any credit or loan agreement or facility or other agreement, instrument or document evidencing, creating or relating to any of the foregoing.

“**Intellectual Property**” means all (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations

relating thereto; (b) trademarks, trade names, service marks, trade dress, logos, slogans, and all goodwill associated therewith, together with all applications, registrations, and renewals relating thereto; (c) works of authorship and mask works, all copyrights, and all applications, registrations, and renewals relating thereto; (d) trade secrets and other confidential or proprietary information (including ideas, research and development, know-how, formulas, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, financial, marketing and business data, and business and marketing plans and proposals); (e) rights in Internet web sites or protocol addresses, Internet domain names and registration rights, uniform resource locators, related security passwords or codes, and copies and tangible embodiments of the foregoing (in whatever form or medium); and (f) and social media user names and related security passwords or codes.

“**Interest**” means the interest of a Member (and Assignee) in Profits, Losses, and Distributions.

“**IRS**” means the United States Internal Revenue Service.

“**Liens**” means any mortgage, pledge, security interest, encumbrance, lien, or charge of any kind (including, but not limited to, any conditional sale or other title retention agreement or lease in the nature thereof), any sale of receivables with recourse against the Company or any Affiliate thereof, any authorized filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute other than to reflect ownership by a third party of property leased to the Company or any Affiliate under a lease which is not in the nature of a conditional sale or title retention agreement, or any subordination arrangement in favor of another Person (other than any subordination arising in the ordinary course of business).

“**License and Creative Services Agreement**” means that certain License and Creative Services Agreement to be entered into in or around May 2019, between Infogalactic AG, as licensor and creative services provider, and the Company, as licensee and services recipient, as amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time.

“**Loan**” means any Indebtedness relating to the Project that is issued by the Company, or by Galatia or a Galatia affiliate associated with the Project, as may be approved by the Company.

“**Loan Documents**” means, with respect to the Loan, any loan agreement, promissory note, document relating to any collateral or other operative agreement evidencing or governing such Indebtedness.

“**Losses**” means items of Company loss and deduction determined according to Section 3.2.

“**Majority in Interest**” means, with respect to Members holding Units of a particular class, Members holding a majority of the outstanding Units of that class.

“**Manager**” means the manager of the Company appointed in accordance with Section 5.1, who, for purposes of the Act, will be deemed a “manager” (as defined in the Act) but will be subject to the rights, obligations, limitations and duties set forth in this Agreement.

“**Member**” means each of the Persons listed on Schedule A attached hereto, and any Person admitted to the Company as a Substituted Member or Additional Member; but only for so long as such Person is shown on the Company’s books and records as the owner of one or more Units.

“**Member Minimum Gain**” has the meaning set forth for “partner nonrecourse debt minimum gain” in Treasury Regulations Section 1.704-2(i)(2).

“**Minimum Gain**” means the partnership minimum gain determined pursuant to Treasury Regulations Section 1.704 2(d).

“**Officers**” means each individual designated as an officer of the Company to whom authority and duties have been delegated pursuant to Section 5.6, subject to any resolution of the Manager appointing such individual as an officer or relating to such appointment.

“**Partnership Representative**” shall have the meaning set forth in Section 8.3.

“**Percentage Interests**” shall mean, with respect to a Class A Member, Class B Member or Class C Member, a fraction (expressed as a percentage), (x) the numerator of which is the number of Class A Units, Class B Units and Class C Units held by such Member, and (y) the denominator of which the aggregate number of Class A Units, Class B Units and Class C Units held by all Members.

“**Permitted Transferee**” means (i) with respect to a Class A Member, Class C Member or Class D Member who is a natural person, to a member or members of his or her Family Group, and (iii) with respect to a Class A Member, Class C Member or Class D Member who is an entity, to its Affiliates or, in the event of the winding up of such Member, by a pro rata distribution to its equity holders in accordance with its constituent documents.

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a Governmental Entity.

“**Production Services Agreement**” means that certain Production Services Agreement to be dated as of or around May 2019, by and between Galatia Films, as the production services provider, on the one hand, and the Company, as the film studio company, as amended, restated, replaced, extended, renewed, supplemented or otherwise modified from time to time.

“**Project**” means the film project based upon the script and intellectual property set forth in the License Agreement as developed and produced by Galatia Films and the Company pursuant to the Production Services Agreement.

“**Profits**” means items of Company income and gain determined according to Section 3.2.

“**Regulatory Allocations**” has the meaning set forth in Section 4.3(d).

“**Requisite Class A Members**” means a Majority in Interest of the Class A Members.

“**Requisite Class C Members**” means a Majority in Interest of the Class C Members.

“**Requisite Class D Members**” means a Majority in Interest of the Class D Members.

“**Sale of the Company**” means any (i) transaction or series of similar transactions (including by way of merger, consolidation, recapitalization, reorganization, sale of securities, sale, lease, transfer or other disposition of assets, or otherwise) pursuant to which Members of the Company immediately preceding such transaction own less than a majority of the voting power of the outstanding Interests of the Company or shares or interests of the surviving or acquiring entity, or (ii) a sale, lease, transfer or other disposition of all or substantially all of the assets of the Company.

“*Securities*” means notes, stocks, bonds, debentures, evidences of indebtedness, certificates of interest or participation in any profit-sharing agreement, partnership interests, beneficial interests in trusts, collateral trust certificates, pre-organization certificates or subscriptions, transferable shares, investment contracts, voting trust certificates, certificates of deposit for securities, certificates of equity interests, notional principal contracts and certificates of interest or participation in, temporary or interim certificates for, receipts for or warrants or rights or options to subscribe to or purchase or sell any of the foregoing, and any other items commonly referred to as securities.

“*Securities Act*” means the Securities Act of 1933, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules, or regulations. Any reference herein to a specific section, rule, or regulation of the Securities Act shall be deemed to include any corresponding provisions of future law.

“*Substituted Member*” means a Person that is admitted as a Member to the Company pursuant to Section 10.1.

“*Tax*” or “*Taxes*” means any federal, state, local, or foreign income, gross receipts, franchise, estimated, alternative minimum, add on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee, or other withholding, or other tax, of any kind whatsoever, including any interest, penalties, or additions to tax or additional amounts in respect of the foregoing.

“*Taxable Year*” means the Company’s Fiscal Year unless the Board determines otherwise in compliance with applicable laws.

“*Transfer*” means any sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest or other direct or indirect disposition or encumbrance of an interest (including by operation of law) or the rights thereof. The terms “*Transferee*,” “*Transferred*,” and other forms of the word “*Transfer*” shall have correlative meanings.

“*Treasury Regulations*” means the income tax regulations promulgated under the Code.

“*Unit*” means a unit of Interest of a Member or an Assignee in the Company representing a fractional part of the interests in the Profits, Losses and Distributions of the Company held by all Members and Assignees and shall include Class A Units, Class B Units, Class C Units and Class D Units; *provided*, that any class or group of Units issued shall have relative rights, powers, and duties set forth in this Agreement.

ARTICLE II.

ORGANIZATIONAL MATTERS

2.1 **Formation.** The Company was organized as a Delaware limited liability company by filing the Certificate with the Secretary of State of Delaware pursuant to the Act on January 28, 2019. The Members hereby agree to execute, file and record all such other certificates and documents, including amendments to the Certificate, and to do such other acts as may be appropriate to comply with all requirements for the formation, continuation and operation of a Delaware limited liability company, the ownership of property, and the conduct of business under the laws of the State of Delaware and any other jurisdiction in which the Company may own property or conduct business.

2.2 **Limited Liability Company Agreement.** This Agreement is intended to serve as the Company's "limited liability company agreement," as such term is defined in the Act. The Members hereby agree that during the term of the Company set forth in Section 2.6 the rights, powers and obligations of the Members with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and, subject to the express terms of this Agreement, the Act.

2.3 **Name.** The name of the Company shall be "Viral Films Media LLC." The Board, in its sole discretion, may change the name of the Company at any time and from time to time. Notification of any such change shall be given to all Members. The Company's business may be conducted under its name and/or any other name or names deemed advisable by the Board.

2.4 **Purpose.** The purpose and business of the Company shall be to engage in any lawful acts or activities for which limited liability companies may be organized under the Act and to engage in all activities necessary or incidental to the foregoing.

2.5 **Principal Office; Registered Office.** The principal office of the Company shall be located at such place as the Board may from time to time designate, and all business and activities of the Company shall be deemed to have occurred at its principal office. The Company may maintain offices at such other place or places as the Board deems advisable. Notification of any such change shall be given to all Members. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Board may designate from time to time in the manner provided by law.

2.6 **Term.** The term of the Company commenced upon the filing of the Certificate in accordance with the Act and shall continue in existence until termination and dissolution thereof in accordance with the provisions of Article XII.

2.7 **No State Law Partnership.** The Members intend that the Company not be a partnership (including, but not limited to, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement (except for tax purposes as set forth in the next succeeding sentence of this Section 2.7), and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state or local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment; *provided, however*, that the Board may in its sole discretion change the tax treatment of the Company, including to be taxed as a corporation.

ARTICLE III. UNITS; CAPITAL ACCOUNTS

3.1 Members; Capital Contributions.

(a) **Issuance of Units.** Upon the execution of this Agreement by the Members, the Class C Member shall make a Capital Contribution of US\$10.00 in cash in exchange for 34,082 Class C Units, and the Class D Member shall make a Capital Contribution of US\$10.00 in cash in exchange for 500,000 Class D Units. From time to time, (i) the Class A Members shall make Capital Contributions in cash in exchange for Class A Units, at a price of US\$0.50 per Class A Unit;

provided, aggregate Capital Contributions made by the Class A Members shall initially not exceed US\$300,000 and the Company shall initially not issue more than 600,000 Class A Units to the Class A Members, and (ii) the Class B Members shall make Capital Contributions in cash in exchange for Class B Units, at a price of US\$1.00 per Class B Unit; *provided*, aggregate Capital Contributions made by the Class B Members shall initially not exceed US\$1,570,000 and the Company shall initially not issue more than 1,570,000 Class B Units to the Class B Members. The Company may issue fractional Units. The ownership by a Member of Class A Units, Class B Units, Class C Units or Class D Units shall entitle such Member to allocations of Profits and Losses and Distributions of cash and other property as set forth in Article IV hereof. The ownership of Units of this Agreement is as set forth on Schedule A attached hereto.

(b) Capital Account of Members. Each Class A Member and Class B Member will have a Capital Account equal to the Capital Contribution paid by such Class A Member or Class B Member in accordance with Section 3.1(a) and the Class C Member and Class D Member will have Capital Accounts determined in accordance with the terms of this Agreement. The Company and each Member shall file all tax returns, including any schedules thereto, in a manner consistent with such Capital Accounts. Each Person listed on Schedule A upon his, her or its execution of this Agreement or a counterpart thereto is hereby admitted to the Company as a Member of the Company. Each Member's Interest in the Company, including such Member's interest in Profits, Losses and Distributions of the Company and the right to vote on certain matters, if any, as provided in this Agreement, shall be represented by the Units owned by such Member.

(c) Additional Capital Contributions. No Member shall be required to contribute any capital to the Company, and no Member shall have a personal liability for any obligation of the Company.

(d) Right to Issue Additional Units. The Company may issue additional Class A Units, Class B Units, Class C Units and Class D Units on terms and conditions determined by the Board. In addition, the Company may issue additional classes or subclasses of Units, with rights, obligations and/or privileges that are different from the rights, obligations and/or privileges applicable to the Class A Units, Class B Units, Class C Units and Class D Units or any other classes of Units offered by the Company. The Company, without prior notice to or consent from any Member, may cease offering any class of Units at any time.

3.2 Capital Accounts.

(a) The Company shall maintain a separate Capital Account for each Member according to the rules of Treasury Regulations Section 1.704-1(b)(2)(iv). For this purpose, the Company may (in the discretion of the Manager), upon the occurrence of the events specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(f) increase or decrease the Capital Accounts in accordance with the rules of such regulation and Treasury Regulations Section 1.704-1(b)(2)(iv)(g) and (h)(2) to reflect a revaluation of Company property, which adjustment shall be made in a manner consistent with Proposed Treasury Regulation Section 1.704-1(b)(2)(iv)(s)). Without limiting the foregoing, each Member's Capital Account shall be adjusted:

(i) by adding any additional Capital Contributions made by such Member in consideration for the issuance of Units;

(ii) by deducting any amounts paid to such Member in connection with the redemption or other repurchase by the Company of Units;

(iii) by adding any Profits allocated to such Member and subtracting any Losses allocated to such Member;

(iv) by deducting any cash or the Fair Market Value of other assets distributed to such Member by the Company on Units;

(v) by any other adjustments in accordance with the other capital account maintenance rules of Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) For purposes of computing the amount of any item of Company income, gain, loss, or deduction to be allocated pursuant to Article IV and to be reflected in the Capital Accounts, the determination, recognition, and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes (including any method of depreciation, cost recovery or amortization used for this purpose); *provided*, that:

(i) The computation of all items of income, gain, loss and deduction shall include those items described in Code Section 705(a)(1)(B) or Code Section 705(a)(2)(B) and Treasury Regulations Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for federal income tax purposes.

(ii) If the Book Value of any Company property is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(e) or (f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property.

(iii) Items of income, gain, loss or deduction attributable to the disposition of Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the Book Value of such property.

(iv) Items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the property's Book Value in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g).

(v) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

(vi) Where Section 704(c) of the Code applies to Company property or where Company property is permitted to be revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Treasury Regulations, each Member's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(f) and (b)(2)(iv)(g) of Section 1.704-1 of the Treasury Regulations.

3.3 **Negative Capital Accounts.** No Member shall be required to pay to any other Member, the Company or any other Person any deficit or negative balance which may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

3.4 **No Withdrawal.** No Person shall be entitled to withdraw any part of such Person's Capital Contributions or Capital Account or to receive any Distribution from the Company, except as expressly provided herein or in the other agreements referred to herein.

3.5 **Loans From Members.** Loans by Members to the Company shall not be considered Capital Contributions. If any Member shall loan funds to the Company, the making of such loans shall not result in any increase in the amount of the Capital Account of such Member. The amount of any such loans shall be a debt of the Company to such Member and shall be payable or collectible in accordance with the terms and conditions upon which such loans are made.

ARTICLE IV. DISTRIBUTIONS AND ALLOCATIONS

4.1 Distributions.

(a) **Distribution Policy.** Except as otherwise set forth in this Section 4.1 and subject to the Act, the Company shall make Distributions at any time or from time to time as approved by the Board.

(b) **Distributions Prior to a Deemed Liquidation Event.** Any Distributions not made in connection with a Deemed Liquidation Event shall be allocated among the Members as follows:

(i) *first*, 100% to the Class A Members, until the Class A Premium is equal to zero;

(ii) *second*, 100% to the Class B Members, until the Class B Premium is equal to zero;

(iii) *third*, 100% to the Class A Members, until the Class A Unreturned Contributions are equal to zero;

(iv) *fourth*, 100% to the Class B Members, until the Class B Unreturned Contributions are equal to zero;

(v) *fifth*, 100% to the Class C Member, until the Class C Unreturned Contributions are equal to zero

(vi) *sixth*, 100% to the Class D Member, until the Class D Unreturned Contributions are equal to zero;

(vii) *thereafter*, 100.0% to the holders of Class A Units, Class B Units and Class C Units (ratably based on their Percentage Interests).

Notwithstanding the foregoing, upon the death of Dawe, or Dawe's resignation or removal from the Board, the Class C Units shall be immediately and automatically cancelled, and the foregoing clause (vi) shall instead read as follows: *thereafter*, 100.0% to the holders of Class A Units and Class B Units (ratably based on their Percentage Interests).

(c) **Distributions Upon a Deemed Liquidation Event.** Any Distributions made upon the occurrence of and following a Deemed Liquidation Event shall be allocated among the Members as follows:

- (i) *first*, 100% to the Class A Members, until the Class A Premium is equal to zero;
- (ii) *second*, 100% to the Class B Members, until the Class B Premium is equal to zero;
- (iii) *third*, 100% to the Class A Members, until the Class A Unreturned Contributions are equal to zero;
- (iv) *fourth*, 100% to the Class B Members, until the Class B Unreturned Contributions are equal to zero;
- (v) *fifth*, 100% to the Class C Member, until the Class C Unreturned Contributions are equal to zero
- (vi) *sixth*, 100% to the Class D Member, until the Class D Unreturned Contributions are equal to zero;
- (vii) *thereafter*, 100.0% to the holders of Class A Units, Class B Units and Class C Units (ratably based on their Percentage Interests).

Notwithstanding the foregoing, upon the death of Dawe, or Dawe's resignation or removal from the Board, the Class C Units shall be immediately and automatically cancelled, and the foregoing clause (vi) shall instead read as follows: *thereafter*, 100.0% to the holders of Class A Units and Class B Units (ratably based on their Percentage Interests).

(d) Tax Distributions. Notwithstanding anything contained herein to the contrary but subject to the Act, the Company will endeavor to distribute to the Members cash Distributions from the Company (after taking into account any other Distributions pursuant to this Section 4.1 received by them in respect of such fiscal year) in amounts sufficient to enable the Members to discharge any federal, state and local tax liability (excluding penalties) arising as a result of the allocations of taxable income to such Members, determined by assuming the applicability of the highest combined effective marginal federal, state and local income tax rates applicable to an individual resident in Atlanta, Georgia (or, if higher, applicable to corporations doing business in Atlanta, Georgia). The amount of such tax liability shall be calculated taking into account (i) the amount of net cumulative tax loss previously allocated to the Members in prior fiscal years not previously considered and having served to reduce taxable income for the purpose of making distributions under this Section 4.1(d), (ii) the character of any income or gain and the income tax rates applicable thereto, (iii) any limitations on the ability to fully deduct items of loss and deduction for federal, state or local income tax purposes (including, without limitation, and such limitations imposed under Sections 67 or 68 of the Code) and (iv) any liability for Medicare contributions tax imposed under Section 1411 of the Code. The calculation shall be made on the assumption that taxable income or tax loss from the Company with respect to any allocation of taxable income or tax loss is the Member's only taxable income or tax loss. Any Distributions to be made pursuant to this Section 4.1(d) shall be allocated among the Members in proportion to their respective assumed tax liability rather than in accordance with Section 4.1(b), and shall be considered an advance against the next future Distributions in accordance with Section 4.1(a) and Section 4.1(b), as applicable, to each such Member and shall offset such next future Distributions.

(e) Persons Receiving Distributions. Each Distribution shall be made to the Persons shown on the Company's books and records as Members as of the date of such Distribution;

provided, however, that any transferor and transferee of Units may mutually agree as to which of them should receive payment of any Distribution under Section 4.1.

4.2 **Allocations**. Except as otherwise provided in Section 4.3, Profits and Losses for any Fiscal Year shall be allocated among the Members in such a manner that, as of the end of such Fiscal Year, the Capital Account of each Member, after taking into account such allocation as well as allocations pursuant to Sections 4.3(a) and 4.3(b), shall be equal to (a) an amount to which such Member would be entitled if the Company were to liquidate the assets of the Company for an amount equal to their Book Value and distribute the proceeds of liquidation pursuant to Section 12.2, minus (b) the sum of such Member's share of (i) Minimum Gain (as determined in accordance with Treasury Regulations Sections 1.704-2(d) and (g)(3) and (ii) Member Minimum Gain (as determined in accordance with Treasury Regulations Section 1.704-2(i)). Except as provided in Section 4.3, for each Fiscal Year, allocations of each item of gain and income among Profits will be made proportionately among the Members pursuant to their total allocations of Profits, and allocations of each item of loss and deduction will be made proportionately among the Members pursuant to their total allocations of Losses.

4.3 **Special Allocations**.

(a) Losses attributable to partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(b)(4)) shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). If there is a net decrease during a Fiscal Year in partner nonrecourse debt minimum gain (as defined in Treasury Regulations Section 1.704-2(i)(3)), Profits for such Fiscal year (and, if necessary, for subsequent Fiscal Years) shall be allocated to the Members in the amounts and of such character as determined according to, and subject to the exceptions contained in, Treasury Regulations Section 1.704-2(i)(4).

(b) If there is a net decrease in Minimum Gain during any Fiscal Year, each Member shall be allocated Profits for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) in the amounts and of such character as determined according to, and subject to the exceptions contained in, Treasury Regulations Section 1.704-2(f). This Section 4.3(b) is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulations Section 1.704-2(f), and shall be interpreted in a manner consistent therewith.

(c) If any Member that unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Taxable Year, computed after the application of Section 4.3(c) but before the application of any other provision of this Article IV, then Profits for such Taxable Year shall be allocated to such Member in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 4.3(c) is intended to be a qualified income offset provision as described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

(d) The allocations set forth in Sections 4.3(a)-(c) (the "**Regulatory Allocations**") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations. The Regulatory Allocations may not be consistent with the manner in which the Members intend to allocate Profit and Loss of the Company or make Company distributions. Accordingly, notwithstanding the other provisions of this Article IV, but subject to the Regulatory Allocations, income, gain, deduction, and loss shall be reallocated among the Members so as to eliminate the effect of the Regulatory Allocations and thereby cause the respective Capital Accounts of the Members to be in the amounts (or as close thereto as possible) they would have been if Profit and Loss (and such other items of income, gain, deduction, and loss) had been

allocated without reference to the Regulatory Allocations. In general, the Members anticipate that this will be accomplished by specially allocating other Profit and Loss (and such other items of income, gain, deduction, and loss) among the Members so that the net amount of the Regulatory Allocations and such special allocations to each such Member is zero.

(e) In the event it is finally determined that any Member realized taxable income from compensation for services in connection with the issuance of Units to such Member in accordance with the terms of this Agreement where the Units were intended to constitute profits interests for income tax purposes, the Company shall specifically allocate to such Member the corresponding Company compensation deduction, if consistent with the Code and Treasury Regulations.

4.4 **Tax Allocations.**

(a) The income, gains, losses, deductions and credits of the Company will be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, deductions and credits among the Members for computing their Capital Accounts; except that, if any such allocation is not permitted by the Code or other applicable law, then the Company's subsequent income, gains, losses, deductions and credits will be allocated among the Members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value pursuant to an acceptable method under the Treasury Regulations.

(c) If the Book Value of any Company asset is adjusted pursuant to the requirements of Treasury Regulations Section 1.704-1(b)(2)(iv)(e) or (f) subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).

(d) Allocations of tax credits, tax credit recapture and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Board taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) Allocations pursuant to this Section 4.4 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or Unit of Profits, Losses, Distributions or other Company items pursuant to any provision of this Agreement.

4.5 **Indemnification and Reimbursement for Payments on Behalf of a Member.** If the Company is required by law to make any payment that is specifically attributable to a Member or a Member's status as such (including federal withholding taxes, state personal property taxes, and state unincorporated business taxes), including without limitation in connection with any sale of a Member's interest in the Company in whole or part, then such Member shall indemnify the Company in full for the entire amount paid (including interest, penalties and related expenses). The Company shall have the right to withhold or deduct any Taxes it is required by law to withhold or deduct from any Distributions or items of Profits or taxable income payable or allocable to a Member, and at its option, the Company may treat any amounts withheld or deducted by the Company or paid by the Company on behalf of a Member pursuant

to this Section 4.5 as Distributions to such Member pursuant to Sections 4.1(b). The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 4.5, including instituting a lawsuit to collect such indemnification and contribution with interest calculated at a rate equal to 10% per annum, compounded as of the last day of each year (but not in excess of the highest rate per annum permitted by law). No obligations of a Member under this Section 4.5 and no actions taken by the Company pursuant to this Section 4.5 shall have any effect on any Member's ownership percentage of the Company.

ARTICLE V.
MANAGER, DIRECTORS AND OFFICERS

5.1 Management by the Manager.

(a) Authority of the Manager. Subject to the provisions of this Agreement, including the provisions of Section 5.1(b), the Manager shall be responsible for the implementation of decisions of the Company and for conducting the ordinary and usual business and affairs of the Company and shall have the power and authority on behalf of, and in the name of, the Company to carry out any and all objectives and purposes of the Company, and to perform all acts and to enter into and perform all contracts and undertakings that he may deem necessary or advisable or incidental thereto. The Manager shall have the authority to take any action, or execute any document or instrument of any type, on behalf of, or in the name of, the Company; *provided, however,* that such action or execution is within the scope of the Manager's authority pursuant to the provisions of this Agreement. The acts of the Manager shall bind the Company when within the scope of the Manager's authority. The initial Manager of the Company shall be [Donald Amason]. The Manager shall have express authority to make any election under Code Sections 161(k) or 181, subject only to any express action otherwise take by the Board.

(b) Limitations on Authority of the Manager. Notwithstanding the foregoing, the Manager shall not cause or permit the Company to, without the approval of the Board:

- (i) make any loan or advance to, or own any stock or other securities of, any corporation, partnership, or other entity;
- (ii) make any loan or advance to any Person, including, any employee or director, except advances and similar expenditures for travel and business expenses in the ordinary course of business approved by the Manager;
- (iii) guarantee the Indebtedness of any other Person except for the Loan and trade accounts of the Company arising in the ordinary course of business;
- (iv) incur aggregate Indebtedness in excess of US\$100,000;
- (v) hire, fire, or change the compensation or benefits of the Manager;
- (vi) change the principal businesses of the Company, enter new lines of business or exit existing lines of business;
- (vii) enter into any contractual obligation or other agreement or instrument, written or oral, that is binding upon the Company for an aggregate amount exceeding US\$25,000;

(viii) sell, assign, license, pledge or encumber material technology or Intellectual Property, other than licenses granted in the ordinary course of business;

(ix) enter into any corporate strategic relationship involving the payment, contribution or assignment by the Company of assets greater than US\$100,000; or

(x) authorize or make Distributions to Members, other than tax distributions pursuant to Section 4.1(d).]

(c) Removal or Replacement of Manager. The Manager may be removed by the Board for cause, by notice given from the Board to the Manager specifying in reasonable detail the cause that has occurred (“**Removal Notice**”) and the Manager’s failure to remedy the actions constituting the occurrence of cause specified in the Removal Notice within 15 days of receipt thereof. Upon the death, resignation or removal for cause of the Manager, the Manager (or his estate, executors, administrators, testamentary trustees, legatees or beneficiaries) shall retain his interest in the Company as a Member, subject to the provisions of Section 9.8, and the Board shall be authorized to appoint a replacement Manager.

5.2 Board of Directors

(a) Establishment and Authority of the Board. The Company hereby establishes a board of directors (the “**Board**”) that shall monitor the activities of the Company and shall have (i) authority over all decisions relating to the issuance of Units, (ii) authority with respect to the appointment or removal of the Manager, as provided in Section 5.1(c), and (iii) such other authority as is assigned to the Board pursuant to this Agreement.

(b) Actions. The Board may act by resolutions adopted at a meeting and by written consents pursuant to Section 5.4.

(c) Other Activities of Directors. Except as specifically provided in this Agreement or any employment, consulting or similar agreement between the Company and a Director or Member, it is understood and agreed that: (i) a Director shall not, as a result of being a Director, be required to manage the Company as his sole and exclusive function and he and his Affiliates may engage in or possess any interests in business ventures and may engage in other activities of every kind and description independently or with others in addition to those relating to the Company that is not competitive with the business of the Company; (ii) none of the Directors or any of their respective Affiliates shall have any obligation or responsibility to refer any investments or other business opportunities or activities to the Company or any Member; and (iii) each Director, Member and any officer, director or employee of any Member or its Affiliates may act as a director of any corporation, trustee of any trust, partner of any partnership or administrative officer of any business entity, and may receive compensation for service as a director, employee, advisor, consultant or manager with respect to, and participate in profits derived from, investments in or of any such corporation, trust, partnership or other business entity. Neither the Company nor any Member shall have any rights by virtue of this Agreement in or to any other business ventures or activities of any other Member, any Director or any of their respective Affiliates, agents, officers, directors or employees or to the income or proceeds derived therefrom.

5.3 Composition of the Board of Directors.

(a) Number. The number of Directors on the Board shall be established at three; *provided*, the number of Directors may be increased to five with the approval of (i) the Requisite Class A Members, (ii) the Requisite Class C Members, and (iii) the Requisite Class D Members.

(b) Composition.

(i) If the number of Directors is three, the Board shall be comprised of (A) one Director designated by the Requisite Class A Members; (B) one Director designated by the Requisite Class C Members; and (C) one Director designated by the Requisite Class D Members. If the number of Directors is five, the Board shall be comprised of (W) one Director designated by Requisite Class A Members; (X) one Director designated by the Requisite Class C Members; (Y) one Director mutually designated by (1) the Requisite Class A Members, and (2) the Requisite Class C Members; and (Z) two Directors designated by the Requisite Class D Members.

(ii) The removal from the Board (with or without cause) of any Director designated pursuant to Section 5.3(b)(i) shall be upon (and only upon) the written request of the Person or Persons authorized to designate such person thereunder.

(iii) In the event that any representative designated hereunder for any reason ceases to serve as a member of the Board during his term of office, the resulting vacancy on the Board shall be filled by a representative designated by the Persons originally entitled to designate such Director pursuant to Section 5.3(b)(i) above.

(iv) The provisions of this Section 5.3(b) shall terminate upon the consummation of a Sale of the Company.

(c) Term. Members of the Board shall serve until their resignation, death or removal or the election of their successors in accordance with the terms hereof. Members of the Board need not be Members and need not be residents of the State of Delaware. A member of the Board may resign as such by delivering his, her or its written resignation to the Company at the Company's principal office addressed to the Board. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(d) Vacancies. A vacancy on the Board because of resignation, death or removal of a Director will be filled by the Person or Persons entitled to appoint such Director pursuant to the terms of Section 5.3(b)(i) above. If any Person or Persons fail to appoint a Director pursuant to the terms of Section 5.3(b)(i) above, such position on the Board shall remain vacant until such Person or Persons exercise their right to appoint a Director as provided hereunder. Newly created positions on the Board resulting from any increase in the authorized number of Directors may be filled by unanimous consent of the Directors then on the Board at the time of the creation of such position. Each Director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

(e) Reimbursement. The Company shall pay all reasonable out-of-pocket costs and expenses incurred by each Director incurred in the course of his or her service hereunder, including in connection with attending regular and special meetings of the Board.

(f) Compensation of Directors. Except to the extent approved by the unanimous action of the Board, the Directors shall receive no compensation for serving in such capacity.

(g) Agreement to Vote. It is agreed that each Member and any other Person purchasing or succeeding to any Interests in the Company shall collectively and severally vote the respective Units held by him, her or it and shall undertake or cause to be undertaken any and all of the actions necessary, whether as a Director, Member, officer or employee of the Company, so as to provide for the composition of the Board as described in this Section 5.3 above.

(h) Reliance by Third Parties. Any Person dealing with the Company, other than a Member, may rely on the authority of the Board (or any Officer authorized by the Manager) in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. Every agreement, instrument or document executed by the Board (or any Officer authorized by the Board) in the name of the Company with respect to any business or property of the Company shall be conclusive evidence in favor of any Person relying thereon or claiming thereunder that (i) at the time of the execution or delivery thereof, this Agreement was in full force and effect, (ii) such agreement, instrument or document was duly executed according to this Agreement and is binding upon the Company, and (iii) the Board or such Officer was duly authorized and empowered to execute and deliver such agreement, instrument or document for and on behalf of the Company. [The Board shall elect a chairman (the “*Chairman*”) to preside and lead over each meeting of the Board. The Chairman shall not have any super- or special rights with respect to votes cast at any Board meeting.]

5.4 Board Actions; Meetings.

(a) Quorum; Voting. The presence of Directors having the right to cast not less than 66% (the “*Quorum Percentage*”) of the votes that all members in office of the Board may cast shall be necessary to constitute a quorum for the transaction of business of the Board; *provided*, if the number of Directors on the Board is increased to five in accordance with Section 5.3(a), then the Quorum Percentage shall be increased to 80%. Except as otherwise provided in this Agreement, an affirmative vote of a majority of the votes held by the Directors present at a meeting of the Board at which a quorum is present shall be the act of the Board. Each Director shall have one vote on all matters submitted to the Board. A Director who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

(b) Place; Attendance. Meetings of the Board may be held at such place or places as shall be determined from time to time by resolution of the Board. At all meetings of the Board, business shall be transacted in such order as shall from time to time be determined by resolution of the Board. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not validly called or convened.

(c) Meeting In Connection With Member Meeting. In connection with any meeting of Members at which Directors are elected or designated, the Directors may, if a quorum is present, hold a meeting for the transaction of business immediately after and at the same place as such meeting of the Members. Notice of such meeting at such time and place shall not be required.

(d) **Meetings.** Regular meetings of the Board shall be held at such times and places as shall be designated from time to time by resolution of the Board, but no less than once per calendar quarter. Special meetings of the Board may be called by any Director on at least three Business Days' notice to each other Director. Such notice shall state the purpose or purposes of, and the business to be transacted at, such meeting.

(e) **Action by Written Consent or Telephone Conference.** Any action permitted or required by the Act, the Certificate, or this Agreement to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all of the Directors. Such written consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Board. Subject to the requirements of the Act, the Certificate, or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Directors may participate in and hold a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not validly called or convened.

5.5 **Third Party Reliance.** Any Person dealing with the Company, other than a Member, may rely on the authority of any Officer in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

5.6 **Officers.**

(a) **Designation and Appointment.** The Manager may (but need not), from time to time, designate and appoint one or more persons as an Officer of the Company. No Officer need be a resident of the State of Delaware, a Manager, Member or Director. Any Officers so designated shall have such authority and perform such duties as the Board may, from time to time delegate to them in writing. The Board may assign titles to particular Officers. Each Officer shall hold office until such Officer's successor shall be duly designated and shall qualify or until such Officer's death or until such Officer shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the Officers and agents of the Company shall be fixed from time to time by the Manager.

(b) **Resignation.** Any Officer (subject to any contract rights available to the Company, if applicable) may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any Officer may be removed as such, either with or without cause, by the Manager whenever in his judgment the best interests of the Company shall be served thereby; *provided, however*, that such removal shall be without prejudice to the contract rights, if any, of the individual so removed. Designation of an Officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Manager.

(c) **Duties of Officers; Generally.** The Officers, in the performance of their duties as such, shall owe to the Company and the Members duties of loyalty and due care of the type and to

the extent owed by the officers of a corporation to such corporation and its stockholders under the laws of the State of Delaware.

5.7 Limitation of Liability.

(a) Waiver of Liability. Except as otherwise provided herein or in any agreement entered into by such Person and the Company and to the maximum extent permitted by the Act, no present or former Manager, Director or Officer nor any Affiliate, employee, agent or representative of any such Person (each, a “**Released Person**”) shall be liable to the Company or to any Member for any act or omission performed or omitted by a Released Person in such capacity; *provided*, that except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to such Released Person’s willful misconduct or bad faith or constitutes a violation of the implied contractual covenant of good faith and fair dealing, in each case as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). Each Released Person shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by such Released Person in good faith reliance on such advice shall in no event subject such Released Person to liability to the Company or any Member.

(b) Board and Manager Discretion. Whenever in this Agreement or any other agreement contemplated herein or to which the Company is a party the Manager or the Board is permitted or required to take any action or to make a decision or determination, the Manager or the Board, as applicable, shall take such action or make such decision or determination in its sole discretion, unless another standard is expressly set forth herein or therein. Whenever in this Agreement or any other agreement contemplated herein the Manager or the Board is permitted or required to take any action or to make a decision or determination in its “sole discretion” or “discretion,” with “complete discretion” or under a grant of similar authority or latitude, each Director shall be entitled to consider such interests and factors as the Manager or such Director desires (including, without limitation, the interests of the Manager, such Director or their respective Affiliates).

(c) Good Faith and Other Standards. Whenever in this Agreement or any other agreement contemplated herein or to which the Company is a party the Manager or the Board is permitted or required to take any action or to make a decision or determination in its “good faith”, the Manager and each Director shall act under such express standard and, to the extent permitted by applicable law, shall not be subject to any other or different standards except as imposed by this Agreement or any other agreement to which the Company is a party.

(d) Limitation of Duties; Conflict of Interest. To the maximum extent permitted by applicable law, the Company and each Member hereby waives any claim or cause of action against the Manager, each Director and each Member and their respective Affiliates, employees, agents and representatives for any breach of any fiduciary duty to the Company or its Members by any such Person, including, without limitation, as may result from a conflict of interest between the Company or its Members and such Person or otherwise; *provided*, that except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to such Person’s willful misconduct or bad faith or constitutes a violation of the implied contractual covenant of good faith and fair dealing, in each case as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). Each Member acknowledges and agrees that in the event of any such conflict of interest, each such Person may,

in the absence of bad faith, act in the best interests of such Person or its Affiliates, employees, agents and representatives (subject to the limitations set forth above). None of the Manager, the Directors or the Members (other than any Member in its capacity as an Officer or as an employee of the Company) shall be obligated to recommend or take any action in its capacity as the Manager, a Director or Member that prefers the interests of the Company or its Members over the interests of such Person or its Affiliates, employees, agents or representatives, and each of the Company and each Member hereby waives the fiduciary duty, if any, of such Person to the Company and/or its Members, including, without limitation, in the event of any such conflict of interest or otherwise; *provided*, that with respect to actions or omissions by the Manager or a Director, such waiver shall not apply to the extent the act or omission was attributable to the Manager's or such Director's willful misconduct or bad faith or a violation of the implied contractual covenant of good faith and fair dealing, in each case as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected).

(e) Effect on Employment Agreements. This Section 5.7 shall not in any way affect, limit or modify any Person's liabilities, obligations, duties or responsibilities under any employment agreement, consulting agreement, management agreement, confidentiality agreement, non-competition agreement, non-solicitation agreement or any similar agreement with the Company.

5.8 Indemnification.

(a) Generally. Subject to Section 4.5, the Company hereby agrees to indemnify and hold harmless any Person (each an "**Indemnified Person**") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substitution or replacement), against all expenses, liabilities and losses (including attorney fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such Person (or one or more of such Person's Affiliates) by reason of the fact that such Person is or was a Member or is or was serving as the Manager or as a Director, Officer, principal, employee, agent or representative of the Company; *provided*, that no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to actions or omissions by an Indemnified Person or its Affiliates to the extent the act or omission was attributable to such Indemnified Person's or its Affiliates' (excluding, for purposes hereof, the Company's) willful misconduct or bad faith or constitutes a violation of the implied contractual covenant of good faith and fair dealing, in each case as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected) or for any present or future breaches of any representations, warranties or covenants by such Indemnified Person or its Affiliates' (excluding, for purposes hereof, the Company's), employees, agents or representatives contained herein or in any other agreement with the Company; *provided, further*, that no Person shall be entitled to indemnification hereunder with respect to a suit or proceeding initiated by such Person or with respect to a proceeding between such Person on the one hand and the Company on the other.

(b) Advance Payment of Expenses. Expenses, including reasonable attorneys' fees and expenses, incurred by any present or former Manager in defending a suit or proceeding (but not a proceeding initiated by such Indemnified Person, other than a suit or proceeding to enforce such Indemnified Person's rights under this Section 5.8) for which indemnification is available

under this Section 5.8 shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt by the Board of an undertaking by or on behalf of such Manager to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. Expenses, including reasonable attorneys' fees and expenses, incurred by any Indemnified Person other than a Manager in defending a suit or proceeding (but not a proceeding initiated by such Indemnified Person, other than a suit or proceeding to enforce such Indemnified Person's rights under this Section 5.8) for which indemnification is available under this Section 5.8 may be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon approval of the Board and receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

(c) Nonexclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Section 5.8 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, law, vote of the Board or otherwise.

(d) Insurance. The Company may maintain, at its expense, directors' and officers' insurance in amounts determined by the Board to protect any Indemnified Person against any expense, liability or loss described in Section 5.8(a) above whether or not the Company would have the power to indemnify such Indemnified Person against such expense, liability or loss under the provisions of this Section 5.8.

(e) Limitation. Notwithstanding anything contained herein to the contrary (including in this Section 5.8), any indemnity by the Company relating to the matters covered in this Section 5.8 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity of the Company (except as expressly provided herein).

(f) Savings Clause. If this Section 5.8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 5.8 to the fullest extent permitted by applicable law and to the fullest extent permitted by any applicable portion of this Section 5.8 that shall not have been invalidated.

ARTICLE VI.

CERTAIN RIGHTS, COVENANTS AND OBLIGATIONS

6.1 **Certain Affirmative Covenants**. The Company covenants with the Members to:

(a) pay and discharge when payable all taxes, assessments and governmental charges imposed upon its properties or upon the income or profits therefrom (in each case before the same becomes delinquent and before penalties accrue thereon) and all claims for labor, materials or supplies, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves (as determined in accordance with GAAP) have been established on its books and financial statements with respect thereto;

(b) comply, in all material respects, with all applicable laws, rules and regulations of all Governmental Entities; and

(c) maintain true books and records of account in which full and correct entries will be made of all its business transactions pursuant to a system of accounting established and administered in accordance with generally accepted accounting principles consistently applied (except as noted therein) and will set aside on its books all such proper accruals and reserves as shall be required under generally accepted accounting principles consistently applied.

6.2 **Limitation of Liability.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member (including the Manager or any Director) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as a Member, Manager or Director of the Company, other than such Member's obligation to make Capital Contributions to the Company pursuant to the terms and conditions hereof. Except as otherwise provided in this Agreement, a Member's liability (in its capacity as such) for debts, liabilities and losses of the Company shall be such Member's share of the Company's assets; *provided*, that a Member shall be required to return to the Company any Distribution made to it in clear and manifest accounting or similar error. The immediately preceding sentence shall constitute a compromise to which all Members have consented within the meaning of the Act. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on a Member for liabilities of the Company, except to the extent constituting fraud, gross negligence or willful misconduct by such Members.

6.3 **Lack of Authority.** No Member in his, her or its capacity as such (other than the Manager, the Directors acting as the Board or an authorized Officer of the Company) has the authority or power to act for or on behalf of the Company in any manner, to do any act that would be (or could be construed as) binding on the Company, in any manner or way, or to make any expenditures on behalf of the Company, unless such specific authority and power has been expressly granted to and not revoked from such Member by the Board, and the Members hereby consent to the exercise by the Manager and the Board of the powers conferred on such Persons by law and this Agreement.

6.4 **No Right of Partition.** No Member shall have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular or individual assets of the Company.

6.5 **Members Right to Act.**

(a) For situations in which the approval of the Members (rather than the approval of the Board) is expressly required by this Agreement or by applicable law, the Members shall act through meetings and written consents as described in this Section 6.5. Except as otherwise provided herein and as otherwise required by applicable law, with respect to any matter in which the approval of the Members is required, an affirmative vote by the holders of a majority of the Class A Units, Class C Units and Class D Units, at a meeting of Members at which a quorum is present, shall be the act of the Members. A meeting of the Members may be called by (i) the Manager, (ii) the Requisite Class A Members, (iii) the Requisite Class C Members, or (iv) the Requisite Class D Members, on at least five days' prior written notice to the other Members entitled to vote, which notice shall state the purpose or purposes for which such meeting is called. A quorum shall be present at a meeting of Members if the Requisite Class A Members, the Requisite Class C Members and the Requisite Class D Members are represented at the meeting in person or by proxy. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of a majority of the Class A Units, Class C Units

and Class D Units. Prompt notice of the action so taken without a meeting shall be given to those Members entitled to vote or consent who have not consented in writing. Any action taken pursuant to such written consent of the Members shall have the same force and effect as if taken by the Members at a meeting thereof. For the avoidance of doubt, holders of Class B Units are not entitled to vote at any meeting of the Members.

(b) The Company will not, without the approval of the holders of a majority of the Class A Units, Class C Units and Class D Units:

(i) liquidate, dissolve or wind-up the affairs of the Company, or effect any merger or consolidation or a Sale of the Company;

(ii) amend, alter, or repeal any provision of this Agreement;

(iii) except as provided under this Agreement, issue or authorize the issuance of any additional equity interest, or any security convertible into an equity interest, or any warrant, option or other right to acquire the same, or any override or other financial interest, in the Company;

(iv) increase the number of Persons constituting the Board or appointing a Person to the Board other than a Person designated in accordance with the provisions of Section 5.3 above; or

(v) agree or commit to any of the foregoing.

6.6 **Confidentiality.**

(a) Each Member recognizes and acknowledges that it has and may in the future receive certain confidential and proprietary information and trade secrets of the Company (the “***Confidential Information***”). Except as otherwise expressly consented to by the Board in writing, each Member (on behalf of itself and, to the extent that such Member would be responsible for the acts of the following Persons under principles of agency law, its managers, directors, officers, shareholders, partners, employees, agents and members) agrees that it will not, during or after the term of this Agreement, whether directly or indirectly through an Affiliate or otherwise, take commercial or proprietary advantage of or profit from any Confidential Information or disclose Confidential Information to any Person for any reason or purpose whatsoever, except (i) to the Manager, Directors, officers, Members, representatives, agents and employees of the Company and as otherwise may be proper in the course of performing such Member’s obligations, or enforcing such Member’s rights, under this Agreement and the agreements expressly contemplated hereby; (ii) to any bona fide prospective purchaser of the equity or assets of such Member or its Affiliates or the Units held by such Member, or prospective merger partner of such Member or its Affiliates; *provided*, that such purchaser or merger partner agrees to be bound by the provisions of this Section 6.6 or other confidentiality agreement approved by the Manager; or (iii) as is required to be disclosed by order of a court of competent jurisdiction, administrative body or Governmental Entity, or by subpoena, summons or legal process, or by law, rule or regulation; *provided*, that the Member required to make such disclosure pursuant to clause (iii) above shall provide to the Company prompt notice of such disclosure to enable the Company to seek an appropriate protective order or confidential treatment. For purposes of this Section 6.6, the term “***Confidential Information***” shall not include any information which (x) such Person learns from a source other than the, or any of their respective representatives, employees, agents or other service providers, and in each case who is not known by such Person to be bound by a confidentiality obligation, (y)

is publicly available, or (z) is disclosed in a prospectus or other documents for dissemination to the public.

(b) Nothing in this Section 6.6 shall in any way limit or otherwise modify any confidentiality covenants entered into by the Members pursuant to any other agreement entered into with the Company.

ARTICLE VII. BOOKS, RECORDS, ACCOUNTING AND REPORTS

7.1 **Records and Accounting.** The Company shall keep, or cause to be kept, appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists, and copies of documents required to be provided pursuant to Section 7.3 or pursuant to applicable laws. All matters concerning (i) the determination of the relative amount of allocations and distributions among the Members pursuant to Article III and IV, and (ii) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Board, whose determination shall be final and conclusive as to all of the Members absent manifest clerical error.

7.2 **Fiscal Year.** The fiscal year (the "*Fiscal Year*") of the Company shall constitute the 12-month period ending on December 31 of each calendar year, or such other annual accounting period as may be established by the Manager.

7.3 **Reports.**

(a) The Company shall deliver or cause to be delivered to each Member within 120 days after the end of each Fiscal Year financial statements of the Company, which may be audited if required by applicable law. The electronic posting of such financial statements on the EDGAR system of the U.S. Securities & Exchange Commission, if such posting is required and actually made, shall be deemed to satisfy the requirement of this Section 7.3(a).

(b) The Company shall deliver or cause to be delivered to each Member with reasonable promptness, such information and financial data concerning the Company as any Member shall from time to time reasonably request; *provided*, that notwithstanding the foregoing, unless otherwise required by law, the Company shall not be required to provide such information to Persons who are, or who are employed or engaged by, competitors of the Company (as determined by the Manager in his reasonable discretion).

(c) The Company shall use commercially reasonable efforts to deliver or cause to be delivered, within 90 days after the end of each Fiscal Year, to each Person who was a Member at any time during such Fiscal Year all information necessary for the preparation of such Person's United States federal and state income tax returns.

(d) The Company shall provide any such other information relating to the financial condition, business, prospects or corporate affairs of the Company that the Members may from time to time reasonably request; *provided, however*, that the Company shall not be obligated under this Section 7.3(d) to provide information (i) that the Company reasonably determines in good faith to be a trade secret, or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

(e) The provisions of Section 6.6 shall, to the extent applicable, govern the disclosure of any information pursuant to this Section 7.3.]

7.4 **Inspection Rights.** Upon reasonable notice from any Member, the Company shall, and shall cause the Manager, Officers and employees to, afford each Member and its representatives reasonable access during normal business hours to (i) the Company's properties, offices, plants and other facilities, (ii) the corporate, financial and similar records, reports and documents of the, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members, the Manager or the Directors, and to permit each Member and its representatives to examine such documents and make copies thereof, and (iii) the Manager and the Company's Officers, senior employees and public accountants, to afford each Member and its representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company with the Manager and such Officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its representatives such affairs, finances and accounts).

7.5 **Transmission of Communications.** Each Person that owns or controls Units on behalf of, or for the benefit of, another Person or Persons shall be responsible for conveying any report, notice or other communication received from the Board to such other Person or Persons.

7.6 **Company Funds.** The Board, the Manager and Officers may not commingle the Company's funds with the funds of the Manager or any Member, Director or Officer.

ARTICLE VIII. **TAX MATTERS**

8.1 **Tax Returns.** The Company shall arrange for the preparation and filing of all tax returns required to be filed by the Company. Each Member shall furnish to the Company all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

8.2 **Tax Elections.** If there is a distribution of Company property as described in Code Section 734 or if there is a transfer of a Company interest as described in Code Section 743 then, upon the request of any transferee Member, the Company shall file an election pursuant to Code Section 754 for the taxable year that includes the date of the distribution or transfer, in accordance with the procedures set forth in the applicable Treasury Regulations to adjust the basis of Company properties. Upon the request of the Company, each Member shall provide the Company with all the information not then possessed by the Company necessary to give effect to any election under Code Section 754. The Company shall make any other tax elections which the Board may deem appropriate and in the best interests of the Members, except where the Manager is expressly authorized to make a tax election, in which case the Company may make such other election as determined by the Manager.

8.3 **Partnership Representative.** The officer serving in the capacity of chief financial officer, chief accounting officer or treasurer of the Company, or such other Person so designated by the Board, shall be the "partnership representative" of the Company within the meaning of Section 6223(a) of the Code (the "***Partnership Representative***") as included in the Bipartisan Budget Act of 2015, as such, shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend the Company's funds for professional services and reasonably incurred in connection therewith. Each Member agrees to cooperate with the Company and to do or refrain from doing any or all things reasonably requested by the Company with respect to the conduct of such proceedings.

Notwithstanding the authority granted to the Partnership Representative hereunder, all non-ministerial decisions regarding tax elections (except where the election is expressly authorized to be made by the Manager hereby), audit, tax litigation, settlement and other tax matters shall be subject to the prior written approval of the Board. For example, but not by way of limitation, the Partnership Representative shall not take any position or action with the IRS without the prior written approval of the Board, including but not limited to, any decision (i) to enter into any settlement or other agreement with the IRS or any tax other authority that purports to bind any Member other than the Partnership Representative; (ii) to file a request for an administrative adjustment with the IRS or file a petition for judicial review with respect to any such request, or (iii) to extend the statute of limitations for assessing or computing any tax liability against the Company (or the amount or character of any Company tax items). The Partnership Representative shall furnish to the Class A Members, the Class C Member and the Class D Member a copy of all notices or other written communications received by the Partnership Representative or the Company from the IRS or any other taxing authorities promptly after receipt of such communication. The Partnership Representative shall notify the Class A Members, the Class C Member and the Class D Member of all communications it has had with the IRS or any other taxing authorities and shall keep the Class A Members, the Class C Member and the Class D Member informed of all matters which may come to its attention in its capacity as Partnership Representative by giving the Class A Members, the Class C Member and the Class D Member written notice thereof within five days after the Partnership Representative becomes informed of any such matter or within such shorter period as may be required by the appropriate statutory or regulatory provisions. In the event of any Company-level proceeding instituted by the IRS pursuant to Sections 6221 through 6233 of the Code, the Partnership Representative shall consult with the Board regarding the nature and content of all action and defense to be taken by the Company in response to such proceeding. The Partnership Representative also shall consult with the Board regarding the nature and content of any proceeding pursuant to Sections 6221 through 6233 of the Code instituted by or on behalf of the Company (including the decision to institute proceedings, whether administrative or judicial, and whether in response to a previous IRS proceeding against the Company or otherwise). Notwithstanding anything herein to the contrary, it is agreed that to the extent available, the Partnership Representative shall cause the Company to make, and the Company shall make, the election contemplated by Section 6221(b). In addition, the Board shall have the right, in its sole discretion, to make an election to change the tax treatment of the Company, including to elect to have the Company taxed as a corporation.

ARTICLE IX.

TRANSFERS OF INTERESTS

9.1 Transfers by Members.

(a) Transfers of Units shall not be effective unless all of the following conditions are satisfied:

(i) The Transfer shall comply with all applicable laws, including any applicable securities laws.

(ii) The Transfer shall not affect the Company's existence or qualification as a limited liability company under the Act.

(iii) The Transfer shall not cause the Company to be classified as other than a partnership for United States federal income tax purposes.

(iv) The Transfer shall comply with the provisions of Section 9.1(b) and Section 9.1(c) hereof.

(b) In addition, no Member shall Transfer, or offer or agree to Transfer, all or any part of any interest of such Person's Units without (i) the prior written consent of the Board; (ii) the prior written consent of the Requisite Class C Members with respect to a Transfer of any Class A Units or Class D Units; and (iii) compliance with this Agreement (including this Section 9.1); *provided*, that Transfers by a Class A Member, Class C Member or Class D Member to his, her or its Permitted Transferees shall not require compliance with the preceding sentence.

(c) Each Transferee of Units or other interest in the Company shall, as a condition precedent to such Transfer, execute a counterpart to this Agreement pursuant to which such Transferee shall agree to be bound by the provisions of this Agreement.

9.2 **Effect of Assignment.**

(a) Any Member who shall assign any Units or other Interest in the Company shall cease to be a Member of the Company with respect to such Units or other Interest and shall no longer have any rights or privileges of a Member with respect to such Units or other Interest.

(b) Any Person who acquires in any manner whatsoever any Units or other Interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Units or other Interest in the Company of such Person was subject to or by which such predecessor was bound.

9.3 **Transfer Fees and Expenses.** The Transferor and Transferee of any Units or other Interest in the Company shall be jointly and severally obligated to reimburse the Company for all reasonable expenses (including attorneys' fees and expenses) of any Transfer or proposed Transfer, whether or not consummated.

9.4 **Void Transfers.** Any Transfer by any Member of any Units or other Interest in the Company in contravention of this Agreement (including, but not limited to, the failure of the Transferee to execute a counterpart in accordance with Section 9.1(c)) shall be void and ineffectual and shall not bind or be recognized by the Company or any other party. No purported assignee shall have any right to any profits, losses or distributions of the Company.

9.5 **First Refusal Rights.**

(a) **Offer.** Prior to any Member making a Transfer of any Class B Units (other than in connection with a Sale of the Company), such Member desiring to make such Transfer (the "***Transferring Member***") shall deliver a written notice (the "***Offer Notice***") to the Class A Members and the Class C Member (each, an "***Offer Notice Recipient***") and shall offer to sell such Class B Units (the "***Offered Units***") to the Offer Notice Recipients, on terms and conditions, including price, not less favorable to the Offer Notice Recipients than those by which the Transferring Member proposes to Transfer such Offered Units. The Offer Notice shall disclose in reasonable detail the identity of the prospective Transferee(s), the number of Offered Units to be Transferred and the material terms and conditions of the proposed Transfer. The Transferring Member shall not consummate any Transfer until 30 days after the Offer Notice has been given to the Offer Notice Recipients, unless the parties to the Transfer have been finally determined pursuant to this Section 9.5 prior to the expiration of such 30-day period. (The date of the first to occur of (x) the expiration of such 30-day period after delivery of the Offer Notice or (y) such final determination is referred to herein as the "***Authorization Date***").

(b) **Offer Notice Recipients' Election.** Each Offer Notice Recipient may elect to purchase all or any portion of the Offered Units by delivering a written notice of such election to the Transferring Member and the Company within 15 days after the Offer Notice has been given to the Offer Notice Recipients. Each Offer Notice Recipient shall be entitled to purchase that fraction of the Units equal to such Offer Notice Recipient's ROFR Percentage. If a Offer Notice Recipient purchases less than the number of Offered Units it is entitled to purchase under this **Section 9.5(b)**, the Company shall give prompt notice to those Offer Notice Recipients that purchased the number of Offered Units they were entitled to purchase and each such Offer Notice Recipient shall have five days to notify the Transferring Member and the Company of any additional Offered Units it desires to purchase. The remaining Offered Units shall be allocated pro rata among those Offer Notice Recipients desiring to purchase such Offered Units. If the Offer Notice Recipients do not (alone or together) elect to purchase all of the Offered Units specified in the Offer Notice, the Transferring Member may Transfer any Offered Units not otherwise purchased by the Offer Notice Recipients pursuant to this **Section 9.5(b)** at a price and on terms no more favorable to the Transferee(s) thereof than specified in the Offer Notice during the 30-day period immediately following the Authorization Date. As used herein, "***ROFR Percentage***" means, (x) with respect to a Class C Member, 2.0%, and (y) with respect to a Class A Member, 98.0% *multiplied* by a fraction (expressed as a percentage) (1) the numerator of which is the number of Class A Units held by such Member, and (2) the denominator of which the aggregate number of Class A Units held by all Members.]

(c) **Exceptions.** The provisions of this **Section 9.5** will not apply with respect to a Sale of the Company; *provided*, that the restrictions contained in this Agreement will continue to be applicable to the Class B Units after any Transfer and the Transferee of such Class B Units shall agree in writing to be bound by the provisions of this Agreement. Upon the Transfer of Class B Units pursuant to clause (i) of the previous sentence, the Transferee will deliver a written notice to the Company, which notice will disclose in reasonable detail the identity of such

(d) **No right of transfer.** Nothing in this Section 9.5 shall obviate or render inapplicable the Transfer restrictions described in Section 9.1 hereof or be read to imply any right of Transfer that does not satisfy the requirements of Section 9.1.

9.6 **Special Call Right.** Upon the occurrence of a Galatia Films Default, (i) each holder of Class D Units agrees to Transfer, without any consideration, all Class D Units held by such holder to a designee of the Board, and (ii) such holder agrees to (x) resign, or cause any affiliated Person to resign, as a Director or Officer of the Company, (y) execute and deliver all related documentation and take such other action in support of a designee of the Board as a successor Director or Officer of the Company; and (z) vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the designation of a designee of the Board as the successor Director or Officer of the Company.

9.7 **Repurchase Right.** If the Company determines, in its sole discretion, that it is likely that within six months the Units of the Company will be held of record by a number of persons that would require the Company to register a class of its equity securities under the Securities Exchange Act of 1934, as amended as required by Section 12(g) of such act, the Company shall have the option to repurchase the Class B Units (or other classes of units that may be created) from Members for the greater of (i) such Class B Member's Capital Contribution Amount; (ii) the fair market value of the securities as determined by its appraiser for 409A purposes; or (iii) the fair market value of the securities as determined by another independent appraiser chosen by the Company. Such independent appraiser shall be regularly engaged in the securities valuation. The foregoing repurchase option will terminate upon a Change of Control or dissolution or a liquidation event as described herein. "Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other

liquidation, dissolution or winding up of the Company (excluding a Change in Control or an initial public offering), whether voluntary or involuntary. "Change of Control" shall mean (i) a transaction or series of related transactions in which any "person" or "group" (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company...

ARTICLE X. **ADMISSION OF MEMBERS**

10.1 **Substituted Members.** In connection with the Transfer of Units of a Member permitted under the terms of this Agreement, the Transferee shall become a Substituted Member on the later of (a) the effective date of such Transfer, and (b) the date on which the Board approves such Transferee as a Substituted Member, and such admission shall be shown on the books and records of the Company; *provided, however*, in connection with the Transfer of Class A Units, Class C Units or Class D Units to a Permitted Transferee permitted under the terms of this Agreement, the Transferee shall become a Substituted Member on the effective date of such Transfer; *provided, further*, that no Transferee shall become a Substituted Member until such Transferee furnishes to the Company (a) a letter of acceptance, in form satisfactory to the Manager, of all the terms and conditions of this Agreement, including the power of attorney granted in Section 14.1, and (b) such other documents or instruments as may be deemed necessary or appropriate by the Manager to effect such Person's admission as a Member.

10.2 **Additional Members.** A Person may be admitted to the Company as an Additional Member only as contemplated under, and in compliance with, the terms of this Agreement, including furnishing to the Company (a) a letter of acceptance, in form satisfactory to the Board, of all the terms and conditions of this Agreement, including the power of attorney granted in Section 14.1, and (b) such other documents or instruments as may be necessary or appropriate to effect such Person's admission as a Member. Such admission shall become effective on the date on which the Board determine in its sole discretion that such conditions have been satisfied and, and any such admission shall thereupon be shown on the books and records of the Company.

10.3 **Optionholders.** Except as set forth in this Agreement, no Person that holds securities (including options, warrants or rights) exercisable, exchangeable or convertible into Units shall have any rights with respect to such Units until such Person is actually issued Units upon such exercise, exchange or conversion and, if such Person is not then a Member, is admitted as a Member pursuant to Section 10.2.

ARTICLE XI. **WITHDRAWAL OF MEMBERS**

11.1 **Withdrawal and Resignation of Members.** No Member shall have the power or right to withdraw or otherwise resign from the Company prior to the dissolution and winding up of the Company pursuant to Article XII. Upon a Transfer of all of a Member's Units in a Transfer permitted by this Agreement, such Member shall cease to be a Member. Notwithstanding that payment on account of a

withdrawal may be made after the effective time of such withdrawal, any completely withdrawing Member will not be considered a Member for any purpose after the effective time of such complete withdrawal, and, in the case of a partial withdrawal, such Member's Capital Account (and corresponding voting and other rights) shall be reduced for all other purposes hereunder upon the effective time of such partial withdrawal.

ARTICLE XII. DISSOLUTION AND LIQUIDATION

12.1 **Dissolution.** The Company shall not be dissolved by the admission of Additional Members or Substituted Members, or by the death, retirement, expulsion, bankruptcy or dissolution of a Member. The Company shall, subject to Section 6.5, dissolve, and its affairs shall be wound up upon the first to occur of the following:

- (a) at any time upon the approval of the Board;
- (b) a reasonable period of time (taking into account, among other matters, the need to determine, pay or discharge, or make adequate provision for the payment or discharge of, contingent liabilities) after the consummation of transaction or series of related transactions that constitute a Sale of the Company.

The Members expressly acknowledge and agree that no Member shall be permitted to seek or initiate any claim or proceeding for judicial dissolution of the Company pursuant to the Act, and that the sole remedy for a claim by a Member that it is not reasonably practicable to carry on the business of the Company shall be binding arbitration in accordance with Section 14.11. Except as otherwise set forth in this Article XII, the Company is intended to have perpetual existence. The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company shall not cause a dissolution of the Company and the Company shall continue in existence subject to the terms and conditions of this Agreement.

12.2 **Liquidation and Termination.** On the dissolution of the Company, the Board shall act as liquidator or may appoint one or more representatives, Members or other Persons as liquidator(s). The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate Company properties with all of the power and authority of the Board. The steps to be accomplished by the liquidators are as follows:

- (a) First, the liquidators shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may reasonably determine).
- (b) Thereafter, the liquidators shall promptly distribute the Company's remaining assets to the holders of Units in accordance with Section 4.1(b). In making such distributions, the liquidators shall allocate each type of assets (*i.e.*, cash or cash equivalents, preferred or common equity securities, etc.) among the Members ratably based upon the aggregate amounts to be distributed with respect to the Units held by each such holder; *provided*, that the liquidators may allocate each type of assets so as to give effect to and take into account the relative priorities of the different Units; *provided, further*, that in the event that any securities are part of the remaining assets, each Member that is not an "accredited investor" as such term is defined under the Securities Act may, in the discretion of the Board, receive, and hereby agrees to accept, in lieu of such

securities, cash consideration with an equivalent value to such securities as determined by the Board. Any non-cash assets will first be written up or down to their Fair Market Value, thus creating Profit or Loss (if any), which shall be allocated in accordance with Sections 4.2, 4.3 and 4.4. After taking into account such allocations, it is anticipated that each Member's Capital Account will be equal to the amount to be distributed to such Member pursuant to this Section 12.2(b). If any Member's Capital Account is not equal to the amount to be distributed to such Member pursuant to this Section 12.2(b), Profits and Losses for the Fiscal Year in which the Company is dissolved shall be allocated among the Members in such a manner as to cause, to the extent possible, each Member's Capital Account to be equal to the amount to be distributed to such Member pursuant to this Section 12.2(b).

The distribution of cash and/or property to a Member in accordance with the provisions of this Section 12.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all Company property.

12.3 **Cancellation of Certificate.** On completion of the distribution of Company assets as provided herein, the Company shall be terminated (and the Company shall not be terminated prior to such time), and the Manager (or such other Person or Persons as the Act may require or permit) shall file a certificate of dissolution or termination with the Secretary of State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled, and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 12.3.

12.4 **Reasonable Time for Winding Up.** A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 12.2 in order to minimize any losses otherwise attendant upon such winding up.

12.5 **Return of Capital.** The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to the Members (it being understood that any such return shall be made solely from Company assets).

ARTICLE XIII. VALUATION

13.1 **Valuation of Units.** The "*Fair Market Value*" of each Unit shall be the fair value of each such Unit determined in good faith by the Board as of the date of valuation.

13.2 **Valuation of Other Assets.** The "*Fair Market Value*" of all non-cash assets shall mean the fair value for such assets as between a willing buyer and a willing seller in an arm's-length transaction occurring on the date of valuation as determined by in good faith by the Board, taking into account all relevant factors determinative of value (and giving effect to any transfer taxes payable or discounts in connection with such sale).

ARTICLE XIV. GENERAL PROVISIONS

14.1 **Power of Attorney and Irrevocable Proxy.**

(a) Each Member hereby constitutes and appoints the Manager and the liquidators, with full power of substitution, as his true and lawful agent and attorney-in-fact, with full power and authority in his or its name, place and stead, to execute, swear to, acknowledge, deliver, file,

and record in the appropriate public offices (i) this Agreement, all certificates, and other instruments and all amendments (in the manner set forth herein) thereof in accordance with the terms hereof which the Board deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in the State of Delaware and in all other jurisdictions in which the Company may conduct business or own property; (ii) all instruments which the Board deems appropriate or necessary to reflect any amendment, change, modification, or restatement of this Agreement in accordance with its terms; (iii) all conveyances and other instruments or documents which the Board deems appropriate or necessary to reflect the dissolution and liquidation of the Company pursuant to the terms of this Agreement, including a certificate of cancellation; (iv) all agreements, certificates and other instruments which the Board deems appropriate or necessary to effect the composition of the Board pursuant to and in accordance with Section 5.3; and (v) all instruments relating to the admission or substitution of any Member pursuant to Article X.

(b) The proxy and power of attorney granted by each Member pursuant to this Section 14.1 is coupled with an interest and is given to secure the performance of such Member's obligations under this Agreement. Each such proxy and power of attorney shall be irrevocable for the term of this Agreement, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency, liquidation or termination of any Member, as the case may be, and the Transfer of all or any portion of such Member's Interest and shall extend to such Member's heirs, successors, assigns, and personal representatives.

14.2 **Amendments.** This Agreement may be amended, modified or waived by a written instrument approved and executed by (i) the Manager, (ii) the Requisite Class A Members, (iii) the Requisite Class C Members, and (iv) the Requisite Class D Members; *provided*, that if any such amendment, modification or waiver would adversely alter in any material respect any of the rights and preferences of any particular Member in a different and disproportionate manner relative to the other Members holding the same class of Units, then such amendment, modification or waiver shall also require the written consent of such Member. In the event of any amendment or modification to this Agreement, the Company shall promptly provide each Member with a copy of any such amendment or modification.

14.3 **Title to Company Assets.** The Company's assets shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. Legal title to any or all Company assets may be held in the name of the Company or one or more nominees, as the Manager may determine. The Manager hereby declares and warrants that any Company assets for which legal title is held in its name or the name of any nominee shall be held in trust by the Board or such nominee for the use and benefit of the Company in accordance with the provisions of this Agreement. All Company assets shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company assets is held.

14.4 **Remedies.** Each Member and the Company shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any other agreement or contract and all of the rights which such Person has under any law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

14.5 **Successors and Assigns.** All covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns, whether so expressed or not.

14.6 **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable laws, ordinances, rules and regulations and in such a way as to, as closely as possible, achieve the intended economic effect of such provision and this Agreement as a whole, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, ordinance, rule or regulation in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating, or effecting the legality or validity or enforceability of the remainder of this Agreement.

14.7 **Opt-in to Article 8 of the Uniform Commercial Code.** The Members hereby agree that the Units shall be securities governed by Article 8 of the Uniform Commercial Code of the State of Delaware (and the Uniform Commercial Code of any other applicable jurisdiction).

14.8 **Counterparts; Binding Agreement.** This Agreement may be executed simultaneously in two or more separate counterparts, any one of which need not contain the signatures of more than one party, but each of which will, when so executed and delivered via facsimile or other electronic delivery, shall be deemed an original and all of which together shall constitute one and the same agreement binding on all the parties hereto. This Agreement and all of the provisions hereof shall be binding upon and effective as to each Person who (a) executes this Agreement in the appropriate space provided in the signature pages hereto notwithstanding the fact that other Persons who have not executed this Agreement may be listed on the signature pages hereto, and (b) may from time to time become a party to this Agreement by executing a counterpart of or joinder to this Agreement.

14.9 **Descriptive Headings; Interpretation.** The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word “including” in this Agreement shall be by way of example rather than by limitation and shall be read as though the words “without limitation” immediately followed each use of such word in this Agreement. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. Wherever required by the context, references to a Fiscal Year shall refer to a portion thereof. The use of the words “or,” “either” and “any” shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict.

14.10 **Applicable Law; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

14.11 **Dispute Resolution, Binding Arbitration and Jury Trial Waiver.**

(a) The Manager shall use reasonable efforts to resolve any material dispute with respect to this Agreement or the Company's operation that arises among the Members or between the Members and the Manager. If such dispute, in the good faith judgment of the Board threatens the viability of the Company or the ability of the Company to practicably carry on its business and such dispute is not resolved within 20 days after the Manager's initial attempts to resolve said dispute, then the Manager or a Director may submit the matter to arbitration which shall be the exclusive means for resolution of any such disputes.

(b) IN THE EVENT ANY SUCH DISPUTE IS SUBMITTED TO ARBITRATION, THE ARBITRATOR MUST FIRST DETERMINE THAT THE DISPUTE THREATENS THE VIABILITY OF THE COMPANY OR THE ABILITY OF THE COMPANY TO PRACTICABLY CARRY ON ITS BUSINESS. IF THE ARBITRATOR DETERMINES THAT THE DISPUTE THREATENS THE VIABILITY OF THE COMPANY OR THE ABILITY OF THE COMPANY TO PRACTICABLY CARRY ON ITS BUSINESS, THEN THE ARBITRATOR SHALL ARBITRATE THE DISPUTE. SUCH ARBITRATION SHALL BE CONDUCTED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES THEN IN EFFECT. THE ARBITRATION SHALL BE ADMINISTERED BY THE [ATLANTA, GEORGIA] OFFICE OF JAMS AND THE HEARING SHALL BE HELD IN THE CITY OF [ATLANTA, GEORGIA]. THE PANEL SHALL CONSIST OF ONE ARBITRATOR WHO WILL BE SELECTED FROM A PANEL OF RETIRED JUDGES AND WILL NOT HAVE A RELATIONSHIP WITH ANY MANAGER, DIRECTOR OR MEMBER. ANY COSTS ASSOCIATED WITH THE ARBITRATION SHALL BE BORNE BY THE NON-PREVAILING PARTY. ALL DECISIONS OF THE ARBITRATOR SHALL BE BINDING ON ALL PARTIES. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

(c) THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND AGREE THAT IF THE FOREGOING BINDING ARBITRATION PROVISION IS DETERMINED FOR ANY REASON TO BE UNENFORCEABLE OR INAPPLICABLE TO A PARTICULAR DISPUTE IN CONNECTION WITH, ARISING UNDER OR RELATING TO THE THIS AGREEMENT, ANY ANCILLARY AGREEMENTS, OR ANY MATTER CONTEMPLATED HEREBY OR THEREBY, THEN SUCH DISPUTE SHALL BE BROUGHT SOLELY IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA OR, IF SUCH COURT LACKS JURISDICTION, IN ANY STATE COURT LOCATED IN ATLANTA, GEORGIA, AND EACH PARTY HERETO HEREBY AGREES TO SUCH EXCLUSIVE JURISDICTION. THIS BINDING ARBITRATION AND JURY TRIAL WAIVER PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL PREVENT ANY PARTY FROM APPLYING FOR INJUNCTIVE RELIEF.

14.12 **Addresses and Notices.** All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given or made (a) when delivered personally to the recipient, (b) one Business Day after delivery to a reputable express courier service (charges prepaid), (c) five Business Days after being sent to the recipient by certified or registered mail, return receipt requested and postage prepaid, or (d) on the Business Day emailed to the recipient if emailed before 5:00 p.m. Pacific time, and otherwise on the next Business Day. Such notices, demands and other communications shall be sent to the address for such recipient set

forth in the Company's books and records, or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

14.13 **Creditors.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company, and no creditor who makes a loan to the Company may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in Company Profits, Losses, Distributions, capital or property other than as a secured creditor.

14.14 **No Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

14.15 **Offset.** Whenever the Company is to pay any sum to any Member or any Affiliate or related person thereof, any amounts that such Member or such Affiliate or related person owes to the Company may be deducted from that sum before payment. Whenever a Member or any Affiliate or related person thereof is to pay any sum to the Company, any amounts that the Company owes to such Member or such Affiliate or related person may be deducted from the sum before payment.

14.16 **Entire Agreement.** This Agreement (including any schedules or exhibits hereto), those documents expressly referred to herein, and the other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

14.17 **Delivery by Facsimile or Portable Document Format.** This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile or electronic transmission in portable document format (.pdf), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or .pdf to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile or .pdf as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

14.18 **Survival.** Sections 4.5, 5.2, 5.3, 6.2 and 6.6 and this Article XIV shall survive and continue in full force in accordance with its terms notwithstanding any termination of this Agreement or the dissolution of the Company. All terms and conditions of this Agreement and obligations of the Members under this Agreement which should by their nature survive a Sale of the Company, including Section 6.6, shall so survive.

14.19 **Representations and Warranties of Certain Members.** Each Class A Member, Class C Member and Class D Member represents, warrants and covenants to the Company, severally but not jointly, as follows:

(a) Such Member has the full capacity, power and authority to execute, deliver and perform this Agreement and to subscribe for and purchase Units as a member of the Company. Such

Member has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its terms.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and the performance of such Member's obligations hereunder will not conflict with, or result in any violation of or default under, any provision of any agreement or other instrument to which such Member is a party or by which such Member or any of such Member's assets are bound, or any judgment, decree, statute, order, rule or regulation applicable to such Member or such Member's assets.

(c) Such Member has carefully reviewed this Agreement and other materials provided to it in relation to this Agreement. Such Member has been provided an opportunity to ask questions of, and such Member has received answers thereto satisfactory to such Member from, the Company and its representatives regarding such documents and the terms and conditions of the offering of Units in the Company, and such Member has obtained all additional information requested by such Member of the Company and its representatives to verify the accuracy of all information furnished to such Member regarding such documents and the offering of such Units.

(d) Such Member has such knowledge and experience in financial affairs that such Member is capable of evaluating the merits and risks of purchasing Units in the Company, and such Member has not relied in connection with this investment upon any representations, warranties or agreements other than those set forth in this Agreement. Such Member's financial situation is such that such Member can afford to bear the economic risk of holding Units in the Company for an indefinite period of time, and such Member can afford to suffer the complete loss of such Member's investment in such Units. In addition, such Member has consulted its own attorneys and/or tax advisors with respect to such Member's investment in the Company, and such Member is relying, if at all, solely upon the advice of such Member's personal attorneys and/or tax advisors with respect to the legal, tax and other aspects and potential consequences of an investment in the Company.

(e) Such Member is acquiring Units in the Company to be acquired by such Member pursuant to this Agreement for such Member's own account for investment and not with a view to or for sale in connection with any distribution of all or any part of such Units. Such Member will not, directly or indirectly, Transfer all or any part of such Units (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of such Units) except in accordance with the registration provisions of the Securities Act or an exemption from such registration provisions, with any applicable state or non-U.S. securities laws, and with the terms of this Agreement. Such Member understands that such Member must bear the economic risk of an investment in Units in the Company for an indefinite period of time because, among other reasons, the offering and sale of such Units have not been registered under the Securities Act and, therefore, such Units cannot be sold other than through a privately negotiated transaction unless it is subsequently registered under the Securities Act or an exemption from such registration is available. Such Member also understands that sales or transfers of such Units are further restricted by the provisions of this Agreement, and may be restricted by other applicable securities laws.

(f) Such Member is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act.

(g) Such Member is not subject to any conviction, order, judgment, decree or suspension that would render the Company unable to rely on Rule 506(d) of Regulation D under the Securities Act.

14.20 **Certain Acknowledgments.** Upon execution and delivery of a counterpart to this Agreement or a joinder to this Agreement, each Member (including each Substituted Member and each Additional Member) shall be deemed to acknowledge to the Company and the other Members as follows: (a) the determination of such Member to acquire Units in connection with this Agreement or any other agreement has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the properties, business, prospects or condition (financial or otherwise) of the Company which may have been made or given by any other Member or by any agent or employee of any other Member, (b) no other Member has acted as an agent of such Member in connection with making its investment hereunder and that no other Member shall be acting as an agent of such Member in connection with monitoring its investment hereunder, and (c) each Member has retained its own independent legal counsel in connection with the transactions contemplated hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed or caused to be caused to be executed on their behalf this Agreement as of the date first written above.

COMPANY:

VIRAL FILMS MEDIA LLC

By: Donald S. Amason
Name: Donald Amason
Title: Manager

IN WITNESS WHEREOF, the undersigned have executed or caused to be caused to be executed on their behalf this Agreement as of the date first written above.

**MEMBER
(NATURAL PERSON):**

_____ [name]
Name of Natural Person (*Type or Print*)

/s/ _____ [signed]
(*Signature*)

_____ (*Address*)

_____ (*E-mail*)

**MEMBER
(ENTITY):**

_____ [name]
Name of Entity (*Type or Print*)

By: /s/ _____ [signed]
(*Signature*)

Name: _____ [name]
(*Type or Print*)

Title: _____
(*Type of Print*)

_____ (*Address*)

_____ (*E-mail*)

SCHEDULE A

(As of May 13, 2019)

Member	Class A Units	Class B Units	Class C Units	Class D Units	Percentage Voting Interest
Foundation ⁺	600,000				33.3%
Equity Crowdfund*		0			0.0%
Frederick Dawe			34,082		33.3%
Galatia Films LLC				500,000	33.3%
Total Units	600,000	0	34,082	500,000	100.0%

+ Representing all Class A investors, collectively.

* Representing all crowdfunding investors, collectively, as further broken down on Schedule C.

SCHEDULE B

Reserved

SCHEDULE C

(As of _____, 2019)

Member	Class B Units	Percentage Interest
[]	[]	[]%
[]	[]	[]%
[]	[]	[]%
[]	[]	[]%
[]	[]	[]%
Total Units	[]	[]%



Viral Films Media



Rebel's Run Teaser Trailer

from Galatia Films

03:33

Film Company Overview

Viral Films Media will be partnering with Arkhaven Comics and Galatia Films on Rebel's Run

Viral Films Media LLC is a new film company with the business purpose of creating a single live-action superhero film – **Rebel's Run** – based on characters from the Alt-Hero comic book universe created by Vox Day and Arkhaven Comics. We founded Viral Films Media to provide an alternative to the major Hollywood studios.

VFM is producing a film based on a new superhero universe offering a range of original characters, great stories and themes that aim to impact and influence the culture of today.

VFM's production of **Rebel's Run** will demonstrate that a small independent start-up can challenge and outdo Hollywood. **Rebel's Run** will present audiences with a new, bold superhero and fantasy universes: not a remake and iteration of a classic from yesteryear, but a revolutionary and creative vision that will bring a new superhero universe and characters to the screen, with exciting, impactful, fearless storytelling and a counter-cultural, game-changing fighting spirit.

In producing Rebel's Run, Viral Films Media will be working together with an outstanding team of creators and production professionals to produce the first independent live-action superhero film. The creative and production team includes **Arkhaven Comics**, scriptwriters **Vox Day** and legendary comic book writer **Chuck Dixon**, director **Scotter Downey** and production company **Galatia Films** with **Daniel McNicoll** and **Nuala Barton** producing.

For this investment proposition, Viral Films Media will produce a single feature film, Rebel's Run. While it may expand its business purpose in the future, investors' returns will be based upon the performance and proceeds from one film.

Funded:

0%

ID: VFM-Rebel-2019

Raised to date: \$0

Issue Type: Equity

Accredited Only?: No

Minimum Investment: \$2,000

Suggested Investment: \$2,200

Additional Investments: \$100

Target Goal: \$1,070,000

Minimum Goal: \$750,000

Maximum Goal: \$1,070,000

Raise Start Date: Launch pending

Raise End Date: Monday, September 30, 2019

Raise Target Date: Sunday, September 1, 2019

Reviewed Financials: Yes

Link to EDGAR:

[Company Search Results](#)

<https://www.sec.gov/Archives/edgar/data/1777060/0001>

[Discuss \(/forums/viral_films_media\)](#)

Film and Comics Book Industry Professionals

In producing **Rebel's Run**, **Viral Films Media** will also be working with experienced professionals from the film and comics book industry. Players who are independent of Hollywood, D.C. and Marvel, and who are challenging the Hollywood and superhero genre status quo.

Galatia Films (Production Company)

Galatia Films, which has been engaged as the production company assisting Viral Films Media, has worked on numerous high profile projects over the years, reaching the #1 spot on both iTunes and Netflix. Past projects include **Goodbye Christopher Robin**, **Reclaiming the Blade** (featuring **Viggo Mortensen** and **Karl Urban**), **TheOneRing.net's Hobbit in 5** and **Disney/ESPN's Star Wars: Evolution of the Lightsaber**.

Daniel McNicoll (Producer)

Daniel's first film **Reclaiming the Blade** featuring **Viggo Mortensen** and **Star Wars** legend **Bob Anderson** was a #1 on iTunes and Netflix. Through his Galatia Films he was involved in the production of Fox Searchlight's **Goodbye Christopher Robin**.

Chuck Dixon (Scriptwriter)

Dixon is a legend in the industry, and has the distinction of being the most prolific comic book author in history, with over 40,000 pages published. He has created or worked on some of the most iconic and classic superhero and action comics: **Batman**, **The Punisher**, **Robin**. Chuck was one of the creators of **iconic Batman-villain Bane**, who is among the most recognizable and notorious villains in comics in recent decades.

Dixon has produced content for **Arkhaven Comics**, including several series that take place in the Alt-Hero universe: **Chuck Dixon's Avalon** and **ALT-HERO: Q**, both of which have been well-received by fans and achieved best-seller status in their categories on Amazon. Chuck has also adapted **J.R.R. Tolkien's The Hobbit** and **P.D. Wodehouse's classic Bertie Wooster novels** into comic book series, the latter of which was published by Arkhaven Comics.

Vox Day (Scriptwriter)

Vox Day is the creator of Alt-Hero and the founder and lead editor of Castalia House and Arkhaven Comics. Vox is the best-selling author of sixteen books, including his monumental epic fantasy series **The Arts of Dark and Light**. Vox is also an award-winning game designer, a founding member of the electronic band **Psykosonik**, which recorded four Billboard Top 40 Club Play hits in the 90s, and the author of numerous best-selling non-fiction works in areas including political science, economics and religion. As editor at Castalia House, Vox has worked with a range of major authors, including science-fiction grandmaster John C. Wright, renowned Israeli military historian Martin van Creveld and ground-breaking economist Steve Keen.

Scooter Downey (Director)

Scooter Downey is an independent filmmaker and the founder of True Legend Films, a production company based in Los Angeles. He recently co-directed the feature documentary **Hoaxed**, a groundbreaking look at the fake news phenomenon.

Management Team

Aside from the solid creative and production teams that are involved in **Rebel's Run**, Viral Films Media has also brought on an initial investor base who have confidence in the project as well as a management team to ensure that the administration and operations of the LLC are properly handled. Please refer to our Form C and Exhibits for more information about our directors and management.

https://www.addtoany.com/share?url=https%3A%2F%2Fvm.sppx.io%2Fissues%2Fviral_films_media&title=Viral%20Films%20Media

Additional Resources

[Investor Education \(/education\)](#)

Investments appearing on this portal involve significant risks including, illiquidity, no guarantee of returns, and possible loss of principal invested.

For more information, [see our investor education materials \(/education\)](#).

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Exhibit F: Video Transcript

REBEL'S RUN TRAILER TRANSCRIPT

(opening helicopter and army scenes):

FEMALE NARRATOR

All across the western world arrests are taking place.

MALE NARRATOR

Neos, ultras, nationalists a whole host of nasties

FEMALE NARRATOR

With the assistance of the Global Justice Initiative federal police have raided the homes of all those who have been known to have committed hate crimes

MALE NARRATOR

You will not be warned, there is no escape, the global crackdown on hate has begun.

TITLE CARD:

Vox Day and the Legend Chuck Dixon Creator of Bane
presents a bold new vision

NARRATOR

We've all been caught up in a war that none of us chose a new war a different kind of war

TITLE CARD

From Director Scooter Downey
Galatia Films
and Viral Films Media

MALE NARRATOR CONT.

People care about their heroes

TITLE CARD:

Based on the Best-Selling Comic Book Series
Alt Hero

NARRATOR CONT.

real and imaginary. We have to create the heroes they want. The heroes they need

TITLE CARD:

Produced by Daniel McNicoll

TITLE CARD:

Rebel's Run

TITLE CARD:

The first in an exciting new super hero series coming soon. The ride never ends

(shift from film trailer to interviews)

TITLE CARD:

Chuck Dixon the writer

Chuck Dixon:

I was on batman for 11 years I got to co-create Bane the Batman villain, I worked on the Punisher for a long time my favorite character for a long time

(to fan: All right there you go)

I think the idea of turning the alt hero universe loose on the film medium is, its unique

TITLE CARD:

Producer Daniel McNicoll

DANIEL MCNICOLL

You know it's the first ever interdependently produced comic book movie to my knowledge no one has ever done this and I am excited to launch this journey with a lot of talented people

TITLE CARD:

Vox Day the writer

CHUCK DIXON

Vox Day is exciting to work with, he is unusual in that he keeps all of his promises [*laughs*] and he stays in touch. He is relatively new to the world of comics but he's a fast learner. Vox is inviting all of us to contribute in this process in a way that never happens in film.

DANIEL MCNICOLL

The writing team is phenomenal Vox is a wonderful story teller and it's a new comic book universe with Chuck Dixon as our tour guide

CHUCK DIXON

And it's been fun, its a super hero universe with no continuity so I can do anything

DANIEL MCNICOLL

I mean this man knows how to build worlds and write characters to inhabit them

CHUCK DIXON

The characters live and breath in my head I mean I can hear their voices in my head, but yeah you really get to know these characters it is very very strange, and then you'll have a real affinity for some

SCOOTER DOWNEY

Rebel is the break out star of the comic book series

TITLE CARD:

Rebel Character

SCOOTER DOWNEY

and has resonated with a lot of fans and that's why we chose her to be first for the debut movie of the Alt Hero cinematic universe

TITLE CARD:
Scooter Downey Director

SCOOTER DOWNEY
I'm Scooter Downey I'm the director of Rebel's Run

CHUCK DIXON
Working with Scooter has been great so far, his level of enthusiasm and professionalism and he's probably more excited about this thing than the rest of us [*laughter*] and we're pretty excited

DANIEL MCNICOLL
Whether it is financing distribution production Galatia and our managed teams will be guiding this every step of the way and we will be working with some of the biggest names in the movie industry

SCOOTER DOWNEY
Join the revolution, helps us make Rebel's Run and bring the world of Alt Hero to life. Because the ride never ends

TITLE CARD:
Because the ride never ends

END

EXHIBIT G: FINANCIAL STATEMENTS

Viral Films Media, LLC

Financial Statements

May 15, 2019



4401 Dominion Boulevard
Glen Allen, Virginia 23060
Tel: 804.747.0000
www.keitercpa.com

VIRAL FILMS MEDIA, LLC

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Statement of Cash Flows	4
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REPORT OF INDEPENDENT ACCOUNTANTS

To the Members
Viral Films Media, LLC
Atlanta, Georgia

We have reviewed the accompanying financial statements of Viral Films Media, LLC (the “Company”), which comprise the balance sheet as of May 15, 2019, and the related statements of operations and members’ equity, and cash flows, for the period from January 28, 2019 (inception) to May 15, 2019, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management’s financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant’s Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant’s Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States.



May 28, 2019
Glen Allen, Virginia

VIRAL FILMS MEDIA, LLC

Balance Sheet
May 15, 2019

Assets

Cash \$ 297,423

Total assets \$ 297,423

Liabilities and Members' Equity

Liabilities \$ -

Members' equity 297,423

Total liabilities and members' equity \$ 297,423

See report of independent accountants and accompanying notes to the financial statements.

VIRAL FILMS MEDIA, LLC

Statement of Operations and Members' Equity
For the period from January 28, 2019 (inception) to May 15, 2019

Revenues	\$ -
Expenses	<u>2,597</u>
Net loss	(2,597)
Members' equity, beginning of period	-
Members' contributions	<u>300,020</u>
Members' equity, end of period	<u>\$ 297,423</u>

See report of independent accountants and accompanying notes to the financial statements.

VIRAL FILMS MEDIA, LLC

Statement of Cash Flows
For the period from January 28, 2019 (inception) to May 15, 2019

Cash flows used in operating activities:	
Net loss	\$ (2,597)
Cash flows provided by financing activities:	
Members' contributions	<u>300,020</u>
Net change in cash	297,423
Cash, beginning of period	<u>-</u>
Cash, end of period	<u>\$ 297,423</u>

See report of independent accountants and accompanying notes to the financial statements.

VIRAL FILMS MEDIA, LLC

Notes to Financial Statements

1. Summary of Significant Accounting Policies:

Nature of Business: Viral Films Media, LLC (the "Company") was organized in the state of Delaware on January 28, 2019 and operates out of Atlanta, Georgia with the intent of operating as a film studio focusing on the development and monetization of a single film property.

Management's Plans: The Company's strategic plan for 2019 is the operation and successful monetization and development of a single film. The Company believes that access to operating capital raised in the planned equity crowdfunding offering as well as member contributions will enable the Company to execute its growth plan and continue as a going concern for a reasonable period of time.

Basis of Accounting: The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States ("GAAP") as determined by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC").

Use of Estimates: The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the periods reported. Actual results could differ from those estimates.

Cash and Cash Equivalents: The Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Credit Risk: The Company maintains its cash in one financial institution with balances that periodically exceed federally insured limits.

Income Taxes: The Company is treated as a partnership for federal and state income tax purposes, and its member reports their respective share of the Company's taxable income or loss on their income tax return. Accordingly, no provision or liability for income taxes has been included in the accompanying financial statements.

Income Tax Uncertainties: The Company follows the FASB guidance for how uncertain tax positions should be recognized, measured, disclosed and presented in the financial statements. This requires the evaluation of tax positions taken or expected to be taken in the course of preparing the Company's tax returns to determine whether the tax positions are "more-likely-than-not" of being sustained "when challenged" or "when examined" by the applicable tax authority. Tax positions not deemed to meet the more-likely-than-not threshold would be recorded as a tax expense and liability in the current year. Management evaluated the Company's tax position and concluded that the Company had taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of this guidance. The Company is not currently under audit by any tax jurisdiction.

VIRAL FILMS MEDIA, LLC

Notes to Financial Statements, Continued

1. Summary of Significant Accounting Policies, Continued:

Subsequent Events: Management has evaluated subsequent events through May 28, 2019, the date the financial statements were available to be issued, and has determined that no disclosures are necessary.

2. Members' Equity:

Pursuant to the Company's operating agreement, the Company issued a total of 1,134,082 membership units for consideration totaling \$300,020 as follows: Class A – 600,000; Class C – 34,082; Class D – 500,000. No Class B units have been issued as of May 15, 2019.

Class A units receive profit distribution and liquidation priority over Class B units, Class C units, and Class D units and receive voting rights equal to one vote per share within its respective class. Class A as a whole has a 33.3% voting interest. A total of 600,000 Class A units are authorized to be issued. An increase in authorized units can be approved by the Board as needed.

Class B units receive profit distribution and liquidation priority over Class C units, and Class D units and receive no voting rights. A total of 1,570,000 Class B units are authorized to be issued. An increase in authorized units can be approved by the Board as needed.

Class C units receive profit distribution and liquidation priority over Class D units and receive voting rights equal to one vote per share within its respective class. Class C as a whole has a 33.3% voting interest.

Class D units receive voting rights equal to one vote per share within its respective class. Class D as a whole has a 33.3% voting interest. Class D unit holders also have the right to recoup their initial capital whether through profits or liquidation.